



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED BUSINESS LICENSE PLAN OF OPERATION**

**Licensee:** Liberty Mart Inc.

**Premises:** 215-225 W. 31st  
Chicago, IL 60616

**License(s):** Retail Tobacco

**Account Number:** 371786

The City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above-named licensee have agreed to the following license conditions concerning the issuance of the Tobacco license for the above-named business:

1. **Sale of Tobacco Products or Accessories to Minors Prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-200 of the City of Chicago Municipal Code and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. The Licensee agrees that he shall institute a strict policy which will require the cashier to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, the Licensee will ensure that all future employees are trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register. The Licensee further agrees that any violations of this ordinance within the next 24 months will result in immediate license discipline.
2. **Posting of Warning Sign to Minors** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-210 of the City of Chicago Municipal Code and will display a sign in a conspicuous location inside the License Premises that reads, "It is a Violation of the Law for Cigarettes or Other Tobacco Products or Tobacco Accessories to be Sold to any Person Under the Age of 21. Any Person Who Violates this law is Subject to a Fine and Possible Imprisonment."



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

3. **Trash and Garbage Disposal** – The Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least once daily.
4. **Recordkeeping required** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-150 of the Chicago Municipal Code, which requires a retail tobacco dealer to keep a book in which details of all purchases of cigarettes are recorded, and which book is available for inspection upon request by the City of Chicago.
5. **Sale of Single Cigarettes prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any cigarette or tobacco that is not in its original factory-wrapped package.
6. **Sale of Bidi Cigarettes prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any bidi cigarette. Licensee further agrees not to offer for sale or sell any cigarette wrapping paper or leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavor, vanilla, or honey.
7. **Sale of Unstamped Tobacco Products prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapters 3-42-020 and 3-42-25 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamp.
8. **Store Policies** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 20 which requires posting its refund, return, and check-writing policies in a conspicuous manner on a sign at each cash register and at the customer service desk or other centrally located area accessible to the public. If the Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must also be posted in a conspicuous manner.
9. **Price Marking** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 31, which requires individually price marking all items for sale in the establishment.



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

10. **Receipts** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.
  
11. **Additional Terms and Conditions:** Liberty Mart Inc., acknowledges that it is subject to nonrenewal of its Tobacco license that expired on June 15, 2016, because the licensee has within a 24 month period committed three or more violations of specified offenses, pursuant to the Municipal Code of Chicago § 4-64-245 (a). This License Plan of Operation has been drafted in lieu of a non-renewal of the tobacco license. To settle the pending non-renewal case, 16 LD 47, BACP will agree to renew Liberty Mart Inc.'s tobacco license for the duration of the license term ending June 15, 2018, pursuant to the following conditions:
  - a. The licensee agrees that after this License Plan of Operation is executed, if the licensee commits a violation of any tobacco ordinances delineated in Municipal Code of Chicago § 4-64-245 on or before June 15, 2018, BACP will immediately terminate licensee's retail tobacco license pursuant to this agreement. A final disposition by the City of Chicago Department of Administrative Hearings, the Mayor's License Discipline Commission, or any other venue shall serve as proof of such violation.
  
  - b. In furtherance of this agreement, the licensee agrees to concurrently execute a separate document, a Conditional Voluntary Surrender, (attached hereto) which will result in the licensee's voluntary surrender of its' tobacco license. This Conditional Voluntary Surrender is triggered by a violation of any of the tobacco ordinances delineated in Municipal Code of Chicago § 4-64-245 on or before June 15, 2018, (as described in subparagraph "a" above). In accordance with the Voluntary Surrender, the licensee agrees that it will physically turn over its tobacco license to the City without the requirement of a separate hearing. The effect of the voluntary surrender under this agreement on the tobacco license of Liberty Mart, Inc. will be the same as the effect of nonrenewal pursuant to Municipal Code of Chicago § 4-64-246.



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

The agreed conditions of the License Plan of Operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on, or managing the above-mentioned business entity to post this License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

**Licensee:**     **Liberty Mart Inc.**  
                  **215-225 W. 31st**  
                  **Chicago, IL 60616**

By: Robert L. Forgue     Date: 8/8/2016  
      Robert L. Forgue, Attorney  
      Azam Khan, President  
      Liberty Mart Inc.

-and-

By: Barbara Gressel     Date: 8/8/2016  
      Barbara Gressel, Deputy Commissioner  
      Business Affairs and Consumer Protection