

AGREED TOBACCO LICENSE PLAN OF OPERATION

Licensee: Eddie Razaq Jaber
d/b/a Welly Grocery

Premises: 5050 W. Chicago
Chicago, Illinois 60651

License: Retail Tobacco Application # 402226

Account Number: 402226 **Site:** 1

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

1. **Sale of Tobacco Products or Accessories by Minors Prohibited** -- Licensee agrees that he understands, and shall abide by Section 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. Licensee agrees that he shall institute a strict, written policy that will require employees to check the identification of all patrons purchasing tobacco to ensure compliance with all applicable laws. Licensee is responsible for the acts of its employees, and Licensee will ensure that every employee is trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register.
2. **Posting of Warning Sign to Minors** -- The Licensee agrees that he 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 Licensed 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."
3. **Sale of Unstamped Tobacco Products** -- Licensee agrees that he understands and shall abide by Sections 3-42-020 and 3-42-025 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamp.
4. **Recordkeeping** -- Licensee agrees that he understands and shall abide by Section 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** -- Licensee agrees that he understands and shall abide by Section 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 Electronic Cigarettes** -- Licensee agrees that he understands and shall abide by Section 4-64-091 of the City of Chicago Municipal Code, and which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products, and which became effective July 16, 2014.
7. **Unobscured Windows** -- Licensee agrees not to cover or obstruct the store windows with signs so that Chicago police officers, or any other law enforcement personnel, have a clear view to the interior of the premises. Licensee agrees that he shall not apply for a permit from the City to cover more than 25% of any window on the premises.
8. **No Loitering Tolerated** --Licensee agrees to post a “NO LOITERING” sign on the premise, and to urge loiterers NOT to congregate on the public way in front of or on the side of the business. Licensee agrees to call 911 to report illegal activity including but not limited to loitering in or adjacent to the business premises, and also to sign complaints.
9. **911 & Incident Logs** -- Licensee agrees to keep and maintain a log of all calls to 9-1-1 and an Incident log on which the owner and / or employees record any illegal activity observed inside or outside of the premises. Both logs shall be kept on the licensed premises for a period of one year and made available to the Chicago Police Department (CPD) or BACP upon request.
10. **Cooperation with Chicago Police Department** -- Licensee agrees to attend (or have a representative attend) all C.A.P.S. meetings and other similar CPD sponsored meetings to improve awareness with community concerns of problems within the neighborhood. Licensee also agrees to cooperate with BACP investigators during any on-site inspections and or investigations. The Licensee further agrees to cooperate with CPD investigations and to turn over security video footage upon request.
11. **Community Participation** -- Licensee agrees to work with the local alderman, BACP, CPD, and community groups to address any issues with the operation of the business.

12. **Trash and Garbage Disposal** -- Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. Licensee agrees to maintain a regular schedule of cleaning at least twice during the day.
13. **Store Policies** -- Licensee agrees that he understands 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 or other centrally located area accessible to the public. If Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must be in compliance with all applicable laws and also shall be posted in a conspicuous manner.
14. **Sale of Outdated Food and Over-the-Counter Medications** -- Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.
15. **Receipts** -- Licensee agrees that he understands 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.
16. **Former Employees** -- Licensee agrees that no former owner(s) or employees of any of the previously licensed businesses at 5050 W. Chicago will be involved in the day-to-day management, operations, or receive any financial benefit or employment at Welly Grocery.

The agreed conditions of the License Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violations of the above-stated agreed conditions may result in the imposition of a fine and / or suspension or revocation of all business licenses issued to the licensee.

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: Eddie Jaber D/B/A Welly Grocery

By:  Date: 10/21/2016

Eddie Jaber Owner/ Sole Proprietor

By:  Date: 10/21/2016

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection