

POLICY FORMAT: Voluntary Agreement

RESTRICTION TYPE: Alcohol Content, Container Size, Single Container

SUMMARY: Prohibits retailers from selling single containers of beer or malt liquor for off-premise consumption. Prohibits the sale of malt liquor with an alcohol content of over 5% alcohol by volume in 40 oz. bottles, or any single serving container. Requires other provisions aimed at reducing nuisance issues. This sample language is based on voluntary agreements negotiated in Philadelphia, PA.

SAMPLE POLICY LANGUAGE

RESPONSIBLE BUSINESS PRACTICES AGREEMENT

ENTERED INTO THIS ____ DAY OF ____, BETWEEN:

NAME OF BUSINESS ____

LOCATION OF BUSINESS PREMISES ____

AND: ____;

ELECTED OFFICIAL

NEAR NEIGHBORS/BUSINESSES WITHIN 500 FEET

NON-PROFIT/RELIGIOUS/CHARITABLE INSTITUTION

COMMUNITY DEVELOPMENT CORPORATION/CIVIC ASSOCIATION

The foregoing parties have agreed to the following conditions to be placed on the business privilege license of the above-referenced business. These conditions shall be enforceable pursuant to the provisions of Section 19-2602 of the Philadelphia Code and shall be binding upon any and all successors in interest, assignees, alter egos and bona fide purchasers of the business entity and/or premises. Pursuant to receiving written notice regarding any initial violation of the below stated conditions, business owner shall have 30 days to cure the stated defect and come into compliance with the stated conditions.

1. This business will not sell single cans or single serving bottles of beer or malt liquor for consumption off the premises. Take out sales will consist of six packs or four packs of single servings.
2. This business will not sell malt liquor with an alcohol content of over 5% alcohol by volume in 40 oz bottles or any single serving container.
3. This business will maintain sanitary restrooms for patrons in good working order with clearly visible signs indicating their availability.

4. This business will clearly post “NO LOITERING” and “MINORS MUST BE ACCOMPANIED BY PARENTS OR GUARDIANS” signs on the outside of the premises and make a good faith effort to enforce such signs, including but not limited to: contacting police, contacting appropriate city officials, and contacting community leaders.
5. This business will remove pay telephones from the exterior and interior of the premises.
6. This business will continue to comply with all applicable laws and current conditions.
7. This agreement shall become effective in 30 days.

As part of the execution of this agreement, business owner hereby acknowledges the following:

1. Business owner had the opportunity to consult with an attorney of choice to review all of the terms of this agreement;
2. Business owner’s attorney, if one has been retained by the business in relation to this matter, is welcome to participate in all aspects of the negotiation and execution of this agreement;
3. Councilperson _____ or his/her designee has discussed each and every term in this agreement with business owner and business owner understands the meaning of each and every term;
4. Business owner understands the consequences for breaching this agreement, which may include daily fines, an order to cease operations and the loss of the business privilege license; and
5. Business owner is entering into this agreement voluntarily without any coercion whatsoever.