



Permitting and Inspections Department
Michael A. Russell, MS, Director

Signage /Awning Permit Application and Checklist

(For the purposes of this application, an awning shall be considered to be a lightweight metal frame structure over which a fabric covering is attached.)

Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Signage/Awning Permit Application form
- Certificate of Liability listing the City as an additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way.
- A copy of the signed lease or letter of permission from the property owner indicating the specific permissions granted and the tenant/space building frontage.
- A plan showing the specific locations of all existing and proposed signs:
 - For freestanding signs: the plan shall depict lot lines, buildings, driveways, abutting streets or rights of way, lengths of street frontages, and setbacks from freestanding signs to the nearest lot line.
 - For all other signs and awnings: the plan shall depict buildings, driveways, abutting streets or rights of way, and building façade dimensions. Photos or other documentation similar to a drawn plan are acceptable, provided that all required information is included.
- A drawing or photo of the proposed sign showing content, all dimensions, materials, source of illumination, details of anchoring and installation (e.g., attachment specifications, footing details for freestanding signs, etc.).
- Certificate of flammability is required for awnings or banners.
- A UL Classification Mark, found on the product, is required for illuminated signs at the time of final inspection.
- Photos of existing signage.

The Permitting and Inspections Department may request additional information prior to the issuance of a permit.



Permitting and Inspections
Department
08/02/2018

Jesse Herrick:

jesse@evolutiontr.com
207.671.5310

Portland, Maine



Yes. Life's good here.

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Signage /Awning Permit Application

see description

Building Information:

Exterior Length of façade of tenant space (ft): 63' Height of exterior façade (ft): 12'7"/9'11"/8'7"
 Lot frontage on street (ft): _____ This is a (select one): Single Tenant Lot Multi-Tenant Lot
 If multi-tenant, this is a (select one): Ground floor unit Upper story unit
 Current specific use: Tattoo Removal If vacant, prior use: N/A
 Proposed use: Tattoo Removal

Information on EXISTING signs that will remain:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>Awning</u>	<u>N</u>	<u>N</u>	<u>18' x 1'</u>	<u>9'7"</u>	<u>N/A</u>
<u>Awning</u>	<u>N</u>	<u>N</u>	<u>10' x 1'</u>	<u>9'4"</u>	<u>N/A</u>

Information on PROPOSED signs:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>Awning</u>	<u>13'6" x 8"</u>	<u>N</u>	<u>18' x 1'</u>	<u>9'7"</u>	<u>N/A</u>
<u>Awning</u>	<u>9' x 5.5"</u>	<u>N</u>	<u>10' x 1'</u>	<u>9'4"</u>	<u>N/A</u>

I hereby certify the following:

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- If a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: [Signature] Date: 7.6.18
 This is a legal document and your electronic signature is considered a legal signature per Maine state law.



ACORD
Permitting and Inspections
Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Presidio Insurance Solutions 1000 Newbury Rd. #170 Newbury Park, CA 91320	CONTACT NAME: Kerri Flores	
	PHONE (A/C, No, Ext): 805-499-7300	FAX (A/C, No): 805-499-7070
	E-MAIL ADDRESS: kerrif@presidioinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Evolution Tattoo Removal LLC 22 Hancock St. A1 City of Portland, MA 04101	INSURER A: The Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBMBB5592	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of Portland, Maine
389 Congress Street
Portland, ME 04101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



COMMERCIAL LEASE (NET LEASE)

448 CROWN AVE, PORTLAND, ME 04103
ARIZ

1. PARTIES Rudolph & Associates with a mailing address of _____ ("LANDLORD"), hereby leases to _____, with a mailing address of 4 Pontiac Ridge Rd Falmouth ME 04105, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES The Premises are deemed to contain 980 square feet. The Premises are located at 22 Hancock Street, Portland ME 04101 together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM The term of this Lease shall be for Five (5) Years, unless sooner terminated as herein provided, commencing on June 1, 2018 and ending on May 31, 2023. Rent commencement on July 1, 2018.

4. RENT TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
<u>1</u>	<u>\$19,600.00</u>	<u>\$1,633.33</u>
<u>2</u>	<u>\$20,090.00</u>	<u>\$1,674.17</u>
<u>3</u>	<u>\$20,592.25</u>	<u>\$1,716.02</u>
<u>4</u>	<u>\$21,107.06</u>	<u>\$1,758.92</u>
<u>4</u>	<u>\$21,634.73</u>	<u>\$1,802.89</u>

ARIZ
JUAN MARTIN
C.P.A.

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated _____. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for One term of Five (5) years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent.

Rent shall escalate 2.5% from the previous year's rents and continue on an annual basis through the option term.

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One Thousand Six Hundred and Thirty Three Dollars (\$1,633.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT Condo Fees, Taxes and Utilities TENANT shall pay to LANDLORD as additional rent hereunder the amount of condo fees and property taxes payable in respect of the leased premises, assuming such amounts were payable in equal monthly installments.

8. UTILITIES TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills



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dealt with any broker, finder or similar person concerning the leasing of the leased premises other than _____ ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

Landlord agrees to pay Malone Commercial Brokers a commission upon execution of this Lease.

31. OTHER PROVISIONS

It is also understood and agreed that:

1. Landlord will be removing at his cost the front receptions desk and back wall art piece prior to June 1, 2018. Landlord will repair any damage done to the wall when removing item outlined above.
2. Landlord will also remove in the back office the black panel and all associated wiring and equipment. Landlord will repair any damage associated with the removal.
3. Tenant will have the right to replace flooring, at Tenants sole cost, with permission from the Landlord not to be unreasonably withheld or delayed.
4. Tenant will have 10 days from the fully executed lease agreement to confirm the cost of updating current power to 220 volt for the unit to his sole satisfaction. If for any reason it is not to his sole satisfaction this lease will be null and void.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ___ day of March, 2018.

TENANT:

Evolution Tattoo Removal, LLC
Legal Name of Tenant

Signature

Jesse Herrick
NAME/TITLE

Witness to Tenant

LANDLORD:

Rudolph & Associates, LLC
Legal Name of Landlord

Signature

NAME/TITLE

Witness to Landlord

GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Evolution Tattoo Removal LLC TENANT, Jesse Herrick ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this ___ day of March, 2018.

GUARANTOR:

Legal Name of Guarantor

Signature

Witness to Guarantor



Jesse Herrick <jesse@evolutiontr.com>

Signage

2 messages

Melanie Floyd <mfloyd@phoenixmanagementcompany.com>
To: "jesse@evolutiontr.com" <jesse@evolutiontr.com>
Cc: Michelle Bellino <mbellino@phoenixmanagementcompany.com>

Tue, Jul 3, 2018 at 2:04 PM

Good afternoon Jesse,

Per board approval, you are authorized to put lettering on the awning for 22 Hancock St, suite A1. Thank you!

Best,

Melanie Floyd

Phoenix Management Company

www.phoenixmanagementcompany.com

PO Box 759 Saco, Maine

PH: 207-571-3061

Fax: 207-571-3066

Evolution TR <jesse@evolutiontr.com>
To: Melanie Floyd <mfloyd@phoenixmanagementcompany.com>
Cc: Michelle Bellino <mbellino@phoenixmanagementcompany.com>

Tue, Jul 3, 2018 at 2:09 PM

Thank you!
[Quoted text hidden]