

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-1020	Issue Date:	CBL: 030 H001001
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Location of Construction: 144 COMMERCIAL ST	Owner Name: DIMILLO ARLENE ETALS TRUS	Owner Address: LONG WHARF	Phone:
Business Name:	Contractor Name: Seagars by the Sea / Jacques deVilli	Contractor Address: 223 Commercial St Portland	Phone 2077729969
Lessee/Buyer's Name	Phone:	Permit Type: Tents	Zone: WC2

Past Use: Commercial - DiMillo's Parking Lot	Proposed Use: Commercial - DiMillo's Parking Lot - Seagars by the Sea fundraiser - set-up on 09/21/09 breakdown 09/27/2009	Permit Fee: \$30.00	Cost of Work: \$30.00	CEO District: 1
Proposed Project Description: Seagars by the Sea fundraiser - set-up on 09/21/09 breakdown 09/27/2009		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group: <i>U</i> Type: <i>Tent</i> <i>Temp Structure</i>	
		Signature: <i>RG</i>	Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: Ldobson	Date Applied For: 09/16/2009	Zoning Approval		
<ol style="list-style-type: none">This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.Building permits do not include plumbing, septic or electrical work.Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Ok</i> Date: <i>9/22/09</i> <i>ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date: _____

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

PERMIT ISSUED

SIGNATURE OF APPLICANT

ADDRESS

DATE **SEP 22 2009** PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE **City of Portland** PHONE

City of Portland, Maine - Building or Use Permit

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Permit No: 09-1020	Date Applied For: 09/16/2009	CBL: 030 H001001
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Location of Construction: 144 COMMERCIAL ST	Owner Name: DIMILLO ARLENE ETALS TRUS	Owner Address: LONG WHARF	Phone:
Business Name:	Contractor Name: Seagars by the Sea / Jacques deVilli	Contractor Address: 223 Commercial St Portland	Phone (207) 772-9969
Lessee/Buyer's Name	Phone:	Permit Type: Tents	

Proposed Use: Commercial - DiMillo's Parking Lot - Seagars by the Sea fundraiser - set-up on 09/21/09 breakdown 09/27/2009	Proposed Project Description: Seagars by the Sea fundraiser - set-up on 09/21/09 breakdown 09/27/2009
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Dept: Zoning	Status: Approved	Reviewer: Ann Machado	Approval Date: 09/22/2009
Note:			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Building	Status: Approved	Reviewer: Tammy Munson	Approval Date: 09/23/2009
Note:			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Keith Gautreau	Approval Date: 09/23/2009
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Please provide atleast two extinguishers for a tent this size. Also, provide a no smoking sign for under the tent.			
2) Tents shall have an approved fire resistant rating, Maintain 10' between stake lines, No smoking or open flame within 10', Provide at least 1 2 A 10 BC extinguisher.			

PERMIT ISSUED**SEP 22 2009**

City of Portland

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 091020

Please Read
Application And
Notes, If Any,
AttachedThis is to certify that DIMILLO ARLENE ETALS TRUSTEES by the Seahas permission to Seagars by the Sea fundraiser - set up on 09/11/09 but down 09/27/2009AT 144 COMMERCIAL ST CH 030 H001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is set-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. X. Lantieri

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

PERMIT ISSUED

SEP 22 2009

City of Portland



Tent/Canopy or Temporary Event Staging Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address/Park of Installation: 25 Long Wharf Portland ME 04101		
Date of Set up/Event: 27 September 2009		Date of Breakdown/ End of Event: 27 September - 2009
Tax Assessor's Chart, Block & Lot Chart# 30 Block# H Lot# 7	Property Owner:	Telephone: 207-772-2216
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Jacques de Villier 207-772-9463	Fee: \$30.00
<p>The permit fee and the following items must be completed and submitted along with this application in order to receive a permit.</p> <ol style="list-style-type: none">1. Certificate of Flammability2. Letter of approval from property owner. If the City is owner, attach a completed copy of Application to Use City Parks & Public Space from Parks & Recreation (756-8275).3. Company name of installer (contact info).4. Plot Plan showing the following: Tent/Canopy or temporary event staging locations, including dimensions, exits and entrances of proposed and existing, parking and existing building locations. If this is temporary staging, you will need to include product information. (Applicant may call Parks & Recreation for maps of Portland's Parks @ 756-8275).5. If the City is the property owner, Certificate of Insurance listing the City as additional insured. Minimum amount of coverage is \$400,000.00 <p>Who should we contact when permit is ready: Jacques de Villier Address: 223 Commercial St Telephone: 207-772-9463</p>		
Please submit all of the information outlined in the Tent/Canopy and Event Staging Permit Application as one package. Failure to do so will result in the automatic denial of your permit.		

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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:

Date:

This is not a permit; you may not commence ANY work until the permit is issued.



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:

PRECONSTRAINT 702 BLACKOUT

Registration No.

P-14408

Product Marketed By:

FERRARI SA
BX54, 38352 LA TOUR DU PIN
LA TOUR DU PIN, FRANCE

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS. GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal

Pet Sanchez

Deputy State Fire Marshal

Expire: 06/30/2004



To whom it may concern,

We have given permission to the "Seagars by the Sea" organization to hold a fundraiser in a tent located in our parking lot on Sunday September 27th. They will be hiring an outside vendor to erect a tent that will house the one day event. If I can elaborate on this further, please call me at (207) 772-2216.

Sincerely,

A handwritten signature in black ink, appearing to be "Steve DiMillo", written over a horizontal line.

Steve DiMillo

DiMillo's Floating Restaurant

LEAVITT PARRIS

CONTRACT # _____

RENTAL CONTRACT – TERMS & CONDITIONS

RESERVING EQUIPMENT:

Quotes and proposals do not guarantee availability of rental equipment. **Equipment and items will be reserved only upon receipt of a valid credit card, a signed rental contract and a 50% NON-REFUNDABLE deposit (cash or check).** All reserved equipment is subject to 50% cancellation fee up to 30 days before the initial installation of the event. Equipment cancelled less than 30 days from the initial installation of the event will be charged full rental price. Leavitt and Parris must receive written confirmation of cancellation. Cancellations will not be accepted over the phone. All orders placed within 30 days must make full payment when reserving equipment.

In order to properly service all of our customers we require that **all rental equipment** be provided by Leavitt and Parris.

SECURITY DEPOSIT:

For security against missing and damaged items, a valid credit card number is required as stated above. Please include this information in the appropriate location on this form. Any charges left unpaid will be billed to your credit card and an invoice of those charges will be provided to you after the event.

A \$100 surcharge will be posted to your account each time an order is changed within two days of your scheduled delivery.

FINAL PAYMENT:

Client must provide Leavitt & Parris with a final count 14 days prior to your event at which time a final invoice with balance due will be provided. Full payment is due 10 days prior to your event. **No orders will be scheduled for delivery until full payment is received.**

SITE PREPARATION:

Please be sure your site is ready, (i.e. lawns mowed, vehicles out of the way, etc.) before the crew is scheduled to arrive to install or remove rental property. If the site is not ready or accessible when the crew arrives, the client may be charged an additional fee. Client agrees to inform Leavitt & Parris of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.) or conditions that may interfere with the ability to stake and/or anchor equipment. Contact Dig Safe at (888-344-7233) for a free site evaluation at least 30 days before your event. They will issue a Dig Safe number. Customer must submit Dig Safe number to Leavitt and Parris at least 72 hours before initial installation. Please mark all underground items Dig Safe didn't, i.e. sprinkler system, etc. Client assumes all responsibility for all damage to underground equipment in absence of such notice.

ON-CALL SERVICE:

We provide an on-call service to our clients with an additional charge unless Leavitt and Parris provides in writing a "no-charge" service call.

ON-SITE SERVICE:

Client may retain the services of a Leavitt and Parris employee during an event. Additional charges apply for this service.

DELIVERY / INSTALLATION / PICK-UP SERVICE:

Leavitt and Parris may request directions to your site. If needed, please mail, email, or fax, at least 30 days in advance, detailed directions from Portland to your site with a site sketch showing landmarks, trees, shrubs, and underground utilities with an indication of where tents are to be erected.

Leavitt & Parris will do our best to accommodate client delivery requests; however, delays and changes in the schedule are sometimes unavoidable. We do try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pickup, otherwise, the counts will be considered accurate.

Orders are typically delivered 1-3 days in advance of your event while pickups occur 1-2 days following your event.

Responsibility for equipment remains with the client from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather.

Delivery fees quoted may change after site inspection.

Customer shall provide sufficient unobstructed clean space for the delivery, installation, dismantlement and removal of the leased property together with the adequate vehicle access thereto and shall designate the site for each tent and/or equipment prior to or immediately upon Leavitt & Parris' employees' arrival for installation. Leavitt & Parris shall be paid waiting time at the rate of \$95.00 per man for each hour and fraction thereof that Leavitt & Parris' employees are delayed in the performances of their work because of the failure of customer to comply with the provisions of this paragraph.

If because of ledge, rock, shale or other sub-surface conditions special anchors are required for guying the tents, canopies and marquees, the customer shall pay the additional labor and equipment costs incurred by Leavitt & Parris to stake and guy the same.

Leavitt & Parris shall endeavor to minimize damage to customer's lawn, plantings, and premises generally. However, the customer assumes the risk and releases Leavitt & Parris from any and all damages to the premises occasioned by the performance of this agreement.

CLEANUP – PREPARATION FOR PICKUP:

Missing or damaged items will be billed at retail costs.

All products must be prepared for pickup in the same manner they were delivered. Remove all paper, staples, tape, etc from all rental items. Please sweep/clean dance floor, stages and/or flooring. Please leave all rental items under the tent, clean and stacked the way it was left at the time of installation.

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be stacked as delivered. All dishes, glassware, cooking equipment, should be returned to proper rack or container and assembled at a single location for pickup. Dishes, glasses and flatware must be well rinsed; food and particle clean. Equipment that is returned dirty will result in additional charges to client.

Linens should also be food and particle free and be shaken out and put into laundry bags provided. Linens that are returned with burns, holes, tears, or are permanently stained will be charged to your credit card and an invoice showing the charges will be submitted to the client.

Customer must remove all non-leased personal property in, on or within the leased property prior to the end of the leased term. Such personal property as is not removed as required herein may be removed from the leased property by Leavitt & Parris without notice and placed anywhere at the installation site as is convenient for Leavitt & Parris and Leavitt & Parris shall be without obligation to provide protection for the same. Customer shall pay Leavitt & Parris for such removal at the rate of \$95.00 per hour per man and portion thereof.

POLICIES:

This agreement may not be assigned by customer without express written consent of Leavitt & Parris nor may the customer sublet, dispose or remove the leased property from the aforementioned premises.

Leavitt & Parris may upon notice to customer substitute for any tent, canopy, marquee, or platform a tent, canopy, marquee or platform of equal or greater number of square feet at no additional cost.

Customer shall not permit cooking in, under or immediately adjacent to any tent, canopy, or marquee which Leavitt & Parris has not designated "available for cooking use" in the contract as a special condition.

The customer must obtain licenses and permits as required for the installation, maintenance and use of the leased property and shall furnish evidence of the same to Leavitt & Parris immediately upon request.

Title to the leased property shall remain in the name of Leavitt & Parris at all times.

LEAVITT & PARRIS

Awnings, Tents, and Party Rentals

Creating Truly Remarkable Occasions
Celebrating over 80 years of Excellence

256 Read St Portland, ME 04103

Tel: (207) 797-0100 Fax: (207) 797-4194

www.leavittandparris.com

Email: contact@leavittandparris.com

EVENT DESC: SEAGARS BY THE SEA
EVENT DAY: SUNDAY DATE: 09/27/2009
EVENT TIME:
DELIVERY: FRI 09/25/2009
PICKUP: MON 09/28/2009 OR TUES
SALES PERSON: JH TERMS: C.O.D.
ORDER DATE: 06/19/2009 CUSTOMER PICKUP:
DIG SAFE #:

BILL TO:

JACQUES DE VILLIER
OLD PORT WINE MERCHANTS
223 COMMERCIAL STREET

PORTLAND ME 04101
TEL: (207) 772-9463 FAX:

INSTALL LOCATION:

DIMILLO'S PARKING LOT
COMMERCIAL STREET
PORTLAND ME

QTY ITEM DESCRIPTION

- 1 TENT: 40' X 80' WHITE CENTURY MATE
- 12 SIDEWALL: CLEAR WALL 7'X20'

SPECIAL INSTRUCTIONS:

INSTALL DAY MAY CHANGE DUE TO POOR WEATHER ON FRI

SUB TOTAL: 2,800.00
SPECIAL DISCOUNT: (800.00)
SALES TAX: 0.00
DELIVERY: 0.00
LABOR: 0.00
DAMAGE WAIVER: 0.00
FUEL SURCHARGE: 0.00
TOTAL: 2,000.00
DEPOSIT DUE AT SIGNING 1000.00
DEPOSIT PAID: 0.00
BALANCE DUE: 2,000.00

GUARANTEE OF RENTAL CONTRACT:

I hereby agree to the terms and conditions

ATTENTION

Customer Acceptance Signature Date
NOTE: Please sign and return copy, along with deposit. This contract is withdrawn if not accepted within 5 business days.

CUSTOMER IS RESPONSIBLE TO CHECK AND OBTAIN (IF NEEDED) ALL NECESSARY LOCAL, STATE, AND UTILITY PERMITS REQUIRED FOR INSTALLATION OF EQUIPMENT PRIOR TO RENTAL PERIOD.

LEAVITT & PARRIS, PORTLAND, ME, HEREBY LEASES TO CUSTOMER AS SHOWN IN "BILL TO" HEREINAFTER "CUSTOMER" UPON THE TERMS AND CONDITIONS SET FORTH, ALL RENTED PROPERTIES.

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Deposits are not refundable or transferable unless otherwise specified. Sub-rental of equipment to others without authorization is prohibited.

