

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

BUILDING DEPARTMENT

**PERMIT**

Permit Number: 090627

Please Read  
Application And  
Notes, If Any,  
Attached

This is to certify that PALACCI ALBERThas permission to Psychic Readings - install a 36" x 48" hanging signAT 53 EXCHANGE ST

CB# 0032 E002001

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 altered or otherwise occupied-in. 24 HOURS NOTICE IS REQUIRED.

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

PERMIT ISSUED

OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

JUN 29 2009

CITY OF PORTLAND

*Chh LMA* 6/24/09  
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

## City of Portland, Maine - Building or Use Permit Application

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

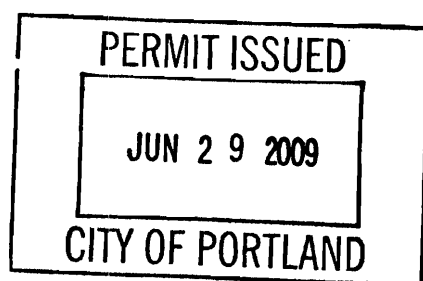
Permit No:	Issue Date:	CBL:
09-0627	6/24/09	032 E002001

Location of Construction:	Owner Name:	Owner Address:	Phone:
53 EXCHANGE ST	PALACCI ALBERT	4761 BROADWAY	
Business Name:	Contractor Name:	Contractor Address:	Phone:
Psychic Readings		Portland	
Lessee/Buyer's Name	Phone:	Permit Type:	Zone:
		Signs - Permanent	B-3

Past Use:	Proposed Use:	Permit Fee:	Cost of Work:	CEO District:
Commercial	Commercial - Psychic Readings - install a 36"x 48" hanging sign	\$89.00	\$89.00	1
Proposed Project Description: Psychic Readings - install a 36"x 48" hanging sign		FIRE DEPT:	INSPECTION:	
		<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Use Group: B Type: Signage IBC-2003	
		Signature: C		
		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:	Date Applied For:	Zoning Approval
Ldobson	06/16/2009	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
2. Building permits do not include plumbing, septic or electrical work.
3. 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	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: 6/23/09 ABA	Date:	Date: 6/25/09 SHH

## 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.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHONE
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**BUILDING PERMIT INSPECTION PROCEDURES**

**Please call 874-8703 or 874-8693 (ONLY )**

**to schedule your inspections as agreed upon**

**Permits expire in 6 months, if the project is not started or ceases for 6 months.**

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

**A Pre-construction Meeting will take place upon receipt of your building permit.**

  X   **Final inspection required at completion of work.**

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

  
\_\_\_\_\_  
Signature of Applicant/Designee

  6-24-09    
Date

\_\_\_\_\_  
Signature of Inspections Official

\_\_\_\_\_  
Date

**CBL: 032 E002001**

**Building Permit #: 09-0627**

# Signage/Awning 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 of Construction: <u>51 Exchange St. Portland Me 04101</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>E</u> Lot# <u>2</u>	Owner: <u>Albert Polucci</u>	Telephone: <u>(207) 772-8107</u>
Lessee/Buyer's Name (If Applicable) <u>David Andro</u>	Contractor name, address & telephone: <u>Self</u>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ _____ Awning Fee= cost of work _____ Total Fee: \$ _____
Who should we contact when the permit is ready: <u>Penny Miller</u> phone: <u>(207) 210-6000</u>		
Tenant/allocated building space frontage (feet): Length: <u>20</u> Height: <u>21</u> Lot Frontage (feet) <u>20</u> Single Tenant or Multi Tenant Lot <u><del>Single</del> Multi</u>		
Current Specific use: <u>Retail and Personal Services</u> If vacant, what was prior use: <u>Same retail Edith's Edna</u> Proposed Use: _____		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <u><del>Yes</del></u> No _____ Dimensions proposed: <u>36"x48"</u> Height from grade: <u>18ft</u> Bldg. wall sign? (attached to bldg) Yes <u><del>Yes</del></u> No _____ Dimensions proposed: <u>36"x48"</u>		
Proposed awning? Yes _____ No <u><del>Yes</del></u> Is awning backlit? Yes _____ No _____ Height of awning: _____ Length of awning: _____ Depth: <u>2' x 2' + 6.5'</u> Is there any communication, message, trademark or symbol on it? Yes _____ No _____ If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes _____ No <u><del>Yes</del></u> Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes _____ No <u><del>Yes</del></u> Dimensions: _____ Awning? Yes _____ No <u><del>Yes</del></u> Sq. ft. area of awning w/communication: _____		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		

Please submit all of the information outlined in the Sign/Awning Application Checklist.  
Failure to do so may 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](http://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: <u>David Andro</u>	Date: <u>6-15-09</u>
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B-3 multi-hunt  
2x20 = 40ft

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

proposed sign 36"x48" = 12ft OK

JUN 16 2009

# Signage/Awning Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

- ☒ Certificate of Liability listing the City as 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.
- ☒ Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage.
- ☒ A sketch plan of lot indicating location of buildings, driveways and any abutting streets or rights of way, lengths of building frontages, street frontages and all existing setbacks. Please indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building façade dimensions for any signage attached to the building.
- ☒ A sketch or photo of any proposed sign(s) indicating content, dimensions, materials, source of illumination, construction method as well as specifics of installation/attachment.
- ☐ Certificate of flammability required for awning or canopy.
- ☐ A UL# is required for lighted signs at the time of final inspection.
- ☐ Pre-application questionnaire completed and attached.
- ☐ Photos of existing signage
- ☐ Details for sign fastening, attachment or mounting in the ground.

**Permit fee for signage or awning-with-signage: \$30.00 plus \$2.00 per square foot of sign.**

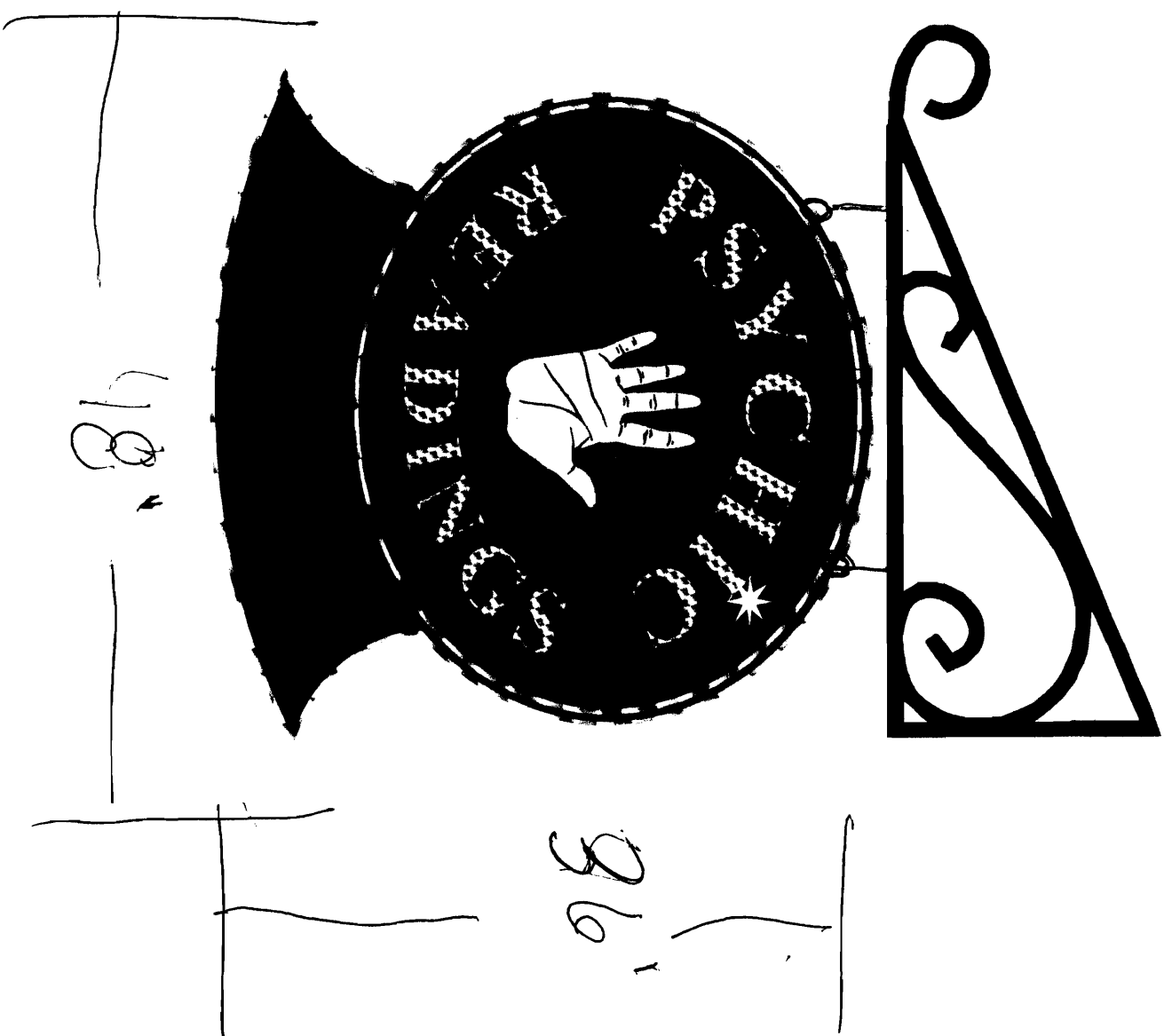
**Permit fee for awning-without-signage is based on cost of work:  
\$30.00 for the first \$1,000.00, \$10.00 per additional \$1,000.00 of cost.**

**Base application fee for any Historic District signage is \$65.00.**

WOOD

MARINE GRADE  
PLY BOARD  
WOOD  
1 1/2"  
AND  
CABLE WIRE  
AND 2 STEEL HOOKS

Ann





COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES  
*in)*

*(fill in)*

Albert Palacci with a mailing address of 4761 Broadway Block IV, Apt 6P New York, NY 10064, ("LANDLORD"), hereby leases to Crystal Psychic Spiritual Boutique, with a mailing address of 51 Exchange Street, Portland, ME 04101, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.
2. PREMISES  
*(fill in and include, if applicable, suite number, floor number, and square feet)*

*in*

The Premises are deemed to contain One Thousand Five Hundred Forty Eight (1,548) square feet. The Premises are located at 51 Exchange Street 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  
*(fill in)*

The term of this Lease shall be for 24.5 months, unless sooner terminated as herein provided, commencing on May 15, 2009 and ending on May 31, 2011. Rent will commence on June 1, 2009
4. RENT  
*(fill in)*

TENANT shall pay to LANDLORD the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$36,000.00</u>	<u>\$3,000.00</u>
<u>2</u>	<u>\$37,080.00</u>	<u>\$3,090.00</u>
	\$	\$
	\$	\$
	\$	\$

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 4761 Broadway Block IV, Apt 6P New York, NY 10064. 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  
*(fill in or delete)*

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 (1) terms of Three (3) 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 which shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$38,934.00</u>	<u>\$3,244.50</u>
<u>2</u>	<u>\$40,880.70</u>	<u>\$3,406.67</u>
<u>3</u>	<u>\$42,924.74</u>	<u>\$3,577.06</u>
	\$	\$
	\$	\$

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  
*(fill in)*

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Three Thousand Forty Five Dollars (\$3,045), 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

~~If in any tax year commencing with the fiscal year 2006, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, \_\_\_\_\_ percent (\_\_\_\_\_% ) of such excess that may occur in each~~
- Page 1 of 8



	<p>year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.</p>
B. OPERATING COST ESCALATION <i>(fill in )</i>	<p><del>TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, _____ percent ( _____%) of any increase in operating expenses over those incurred during the calendar year . Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.</del></p> <p><del>During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.</del></p>
8. UTILITIES	<p>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 for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.</p> <p>LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.</p>
9. USE OF LEASED PREMISES <i>(fill in)</i>	<p>TENANT shall use the leased premises for the purpose of <u>retail store</u>.</p>
10. COMPLIANCE WITH LAWS	<p>TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased or installations to the building, and/or</p>

	accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.
11. MAINTENANCE	TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all interior systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.
A. TENANT'S OBLIGATIONS	
B. LANDLORD'S OBLIGATIONS	LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.
12. ALTERATIONS- ADDITIONS	TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.
13. ASSIGNMENT- SUBLEASING <i>(revise if applicable)</i>	TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance [which consent shall not be unreasonably withheld] (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
14. SUBORDINATION AND QUIET ENJOYMENT	This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.
15. LANDLORD'S ACCESS	LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY	TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including

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

IN WITNESS WHEREOF, the said parties hereto set their hands and seals this \_\_\_\_\_ day of May, 2009.

TENANT:

Crystal Psychic Spiritual Boutique

Legal Name of Tenant

David Andre

Signature

DAVID ANDRE

NAME/TITLE

David Andre

Witness to Tenant

LANDLORD:

Albert Palacios

Legal Name of Landlord

ALBERT PALACIOS

Signature

ALBERT PALACIOS

NAME/TITLE

Albert Palacios

Witness to Landlord

GUARANTY (fill in or  
delete)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Crystal Psychic Spiritual Boutique TENANT, David Andre ("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 9 day of May, 2009.

GUARANTOR:

David Andre

Legal Name of Guarantor

David Andre

Signature

David Andre

NAME/TITLE

David Andre

Witness to Guarantor

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**BINDER-RECEIPT**  
STATE FARM FIRE AND CASUALTY COMPANY

- ☐ Apartment  
☐ Rental Dwelling  
☐ Condominium Assoc.
- ☒ Business  
☐ Church  
☐ Other

Name	Last Name <b>Andro</b>	First Name <b>David</b>	Middle Name or Initial	Effective Date: <b>06/15/2009</b>
Co-applicant's Name (if applicable)		D/B/A		
Mailing address	Number and Street: <b>51 Exchange St</b>		City or Town <b>Portland</b>	
State <b>Maine</b>	ZIP Code <b>04101</b>	County <b>Cumberland</b>		

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
<b>99-BA-N352-4</b>	<b>1,000</b>	<b>Business Property</b>	<b>51 Exchange St Portland, ME 04101</b>	
	<b>Actual Loss</b>	<b>Loss of Income</b>		
Liability:				
<input checked="" type="checkbox"/> Business Liability <small>NOTE: The Annual Aggregate and products/completed operations aggregate limits are equal to 2 times the occurrence limit.</small>	Each Occurrence <b>1,000,000</b>			
<input type="checkbox"/> Personal Liability	Each Occurrence			
<input checked="" type="checkbox"/> Medical Payments	Each Person <b>5,000</b>			
<input type="checkbox"/>				
<input type="checkbox"/>				
Deductibles: <b>1000.00</b>				Total Premium \$ <b>325.00</b>
Name and Address of Mortgagee/Other Interest				Amount Paid \$ <b>SFPP</b>

Loan Number

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to sixty (60) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company on the day issued.  
530-630 c 06-22-2005

Agent's Code Stamp  
**19-1074**

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

<p><b>Comments:</b></p> <p>6/25/2009-gg: received permit from historic on 6/25/09./gg</p>
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Tenant moved out. Permit closed 6/15/10  
ABM



**CITY OF PORTLAND, MAINE**  
Department of Building Inspections

**Original Receipt**

6/16 2009

Received from Michael Alous

Location of Work 51 Exchange

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

\*Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 89

Building (I1) \_\_\_\_\_ Plumbing (I5) \_\_\_\_\_ Electrical (I2) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other Signs 12 x 2 x 65

CBL: 30-E-2

Check #: 450000 Total Collected \$ 89

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: S/P

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy