

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



This is to certify that

PALACCI ALBERT /Eclipse Remodeling

Located at

39 EXCHANGE ST (Unit 201)

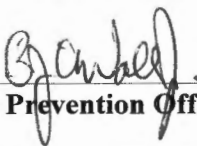
PERMIT ID: 2012-65595

CBL: 032 E008001

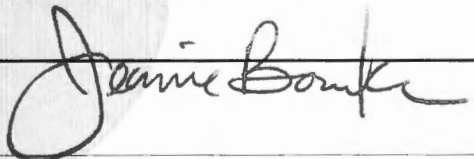
has permission to **Change of use to Personal Service "Olde Port Massage" unit 201**  
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

  
Fire Prevention Officer

50

  
Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
THERE IS A PENALTY FOR REMOVING THIS CARD

**BUILDING PERMIT INSPECTION PROCEDURES**  
Please call 874-8703 (ONLY)  
or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

**REQUIRED INSPECTIONS:**

Final - Fire

Final - Commercial

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

**City of Portland, Maine - Building or Use Permit**

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

Permit No:	Date Applied For:	CBL:
201265595	12/11/2012	032 E008001

Location of Construction: 39 EXCHANGE ST (Unit 201)	Owner Name: PALACCI ALBERT	Owner Address: 4761 BROADWAY	Phone:
Business Name: Olde Port Massage	Contractor Name: Eclipse Remodeling	Contractor Address: 190 US Route 1 Falmouth	Phone (207) 615-2980
Lessee/Buyer's Name Qingmei Zheng	Phone: 6178889027	Permit Type: Change of Use	

Proposed Use: personal service - massage	Proposed Project Description: Change of use to Personal Service "Olde Port Massage" unit 201
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**Dept:** Zoning      **Status:** Approved w/Conditions      **Reviewer:** Ann Machado      **Approval Date:** 12/13/2012  
**Note:**      **Ok to Issue:** ☒

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) The legal use of this property is first floor - restaurant (Thirsty Pig) & retail (Lisa Marie's Made In Maine) second floor personal service (Olde Port Massage) & office, third floor- offices. Any change of use shall require a separate permit application for review and approval.

**Dept:** Building      **Status:** Approved w/Conditions      **Reviewer:** Jeanie Bourke      **Approval Date:** 01/08/2013  
**Note:**      **Ok to Issue:** ☒

- 1) Per IBC Sec. 3401.3 for existing buildings and dwelling units, compliance with smoke, carbon monoxide, fire protection and safety systems and devices shall be per City Ordinance Chapter 10 and NFPA 101
- 2) Per IBC Sec. 3401 for existing buildings and dwelling units, compliance with smoke, carbon monoxide, fire protection and safety systems and devices shall be per City Ordinance Chapter 10 and NFPA 101
- 3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
- 4) Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans.
- 5) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
- 6) Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.

**Dept:** Fire      **Status:** Approved w/Conditions      **Reviewer:** Ben Wallace Jr      **Approval Date:** 01/09/2013  
**Note:** Scope of this permit is change of use only and removal of one door to provide for second means of egress to the Market Street fire escape.      **Ok to Issue:** ☒

- 1) A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department. This review does not include approval of fire alarm system design or installation.
- 2) This permit is for change of use only; any construction shall require additional permits. The occupancy shall comply with City Code Chapter 10 upon inspection.
- 3) The required fire alarm and any sprinkler systems shall be reviewed by licensed contractors for code compliance. Compliance letters are required.
- 4) Do not call for an inspection until all conditions have been read and complied with.

<b>Location of Construction:</b> 39 EXCHANGE ST (Unit 201)	<b>Owner Name:</b> PALACCI ALBERT	<b>Owner Address:</b> 4761 BROADWAY	<b>Phone:</b>
<b>Business Name:</b> Olde Port Massage	<b>Contractor Name:</b> Eclipse Remodeling	<b>Contractor Address:</b> 190 US Route 1 Falmouth	<b>Phone</b> (207) 615-2980
<b>Lessee/Buyer's Name</b> Qingmei Zheng	<b>Phone:</b> 6178889027	<b>Permit Type:</b> Change of Use	

- 5) Inspect, repair and load test the fire escape under the direct supervision of a licensed structural engineer. Documentation shall be provided to the Fire Department on approved forms for each fire escape and a fire escape inspection tag affixed to the lowest edge of the lowest landing of the fire escape in a position that is easily read from ground. Any repair or renovation of a fire escape requires permits and all deficiencies shall be corrected by licensed contractors under the direct supervision of, and certified by, the structural engineer prior to final inspection. Notification: Fire escapes may contain lead paint and the repair or renovation, including painting, fall within EPA requirements.

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

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

Permit No: 2012-65595	Issue Date:	CBL: 032 E008001
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Location of Construction: 39 EXCHANGE ST (Unit 201)	Owner Name: PALACCI ALBERT	Owner Address: 4761 BROADWAY	Phone:
Business Name: Olde Port Massage	Contractor Name: Eclipse Remodeling	Contractor Address: 190 US Route 1 Falmouth	Phone: (207) 615-2980
Lessee/Buyer's Name Qingmei Zheng	Phone: (617) 888-9027	Permit Type: Change of Use	Zone: B3
Past Use: Commercial - vacant	Proposed Use: personal service - massage	Permit Fee: \$105.00	Cost of Work: \$1,000.00
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A 1/9/13	INSPECTION: Use Group: B Type: 3B MUBEC 2009 Signature: JMB 1/8/13
Proposed Project Description: Change of use to Personal Service "Olde Port Massage" unit 201		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: 12/11/2012	<b>Zoning Approval</b>		
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..		<b>Special Zone or Reviews</b> <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"/> Date: 12/13/12 JMB	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <input 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 Any exterior work requires a separate review. Approval Date: 1/13/13 JMB

**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

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE



# General Building 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>39 Exchange St Portland #201</u>			
Total Square Footage of Proposed Structure/Area <u>1000</u> <del>Street Sign 24x40</del>		Square Footage of Lot <u>Approx 4816</u> <del>4434</del>	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>E</u> Lot# <u>8</u>		Applicant *must be owner, Lessee or Buyer* Name <u>Qingmei Zheng</u> Address <u>977 Forest Ave</u> City, State & Zip <u>Portland, ME 04103</u>	
Lessee/DBA (If Applicable) <u>Old Port Massage</u>		Owner (if different from Applicant) Name <u>Albert Palacci</u> Address <u>4761 Broadway Block IV</u> City, State & Zip <u>Apt 6P</u> <u>Manhattan, NY 10034</u>	Cost Of Work: \$ <u>100-</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) <u>Commercial - Mult.</u> Number of Residential Units <u>0</u> If vacant, what was the previous use? <u>VACANT for 2 yrs</u> Proposed Specific use: <u>MASSAGE BUSINESS / SPA - Personal Service.</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>Establish USE</u> <del>Street Sign 24x40</del>			
Contractor's name: <u>Eclipse Remodeling</u> Address: <u>190 US Rt 1 Box 1314</u> City, State & Zip <u>Falmouth ME 04105</u> Telephone: _____ Who should we contact when the permit is ready: <u>MARK Alexam</u> Telephone: <u>(207) 615-2980</u> Mailing address: <u>SAME</u>			

Please submit all of the info:  
do so will rest

Needs to P/u  
617-888-9027

In order to be sure the City fully under may request additional information pri this form and other applications visit t Division office, room 315 City Hall or call

I hereby certify that I am the Owner of re that I have been authorized by the owner laws of this jurisdiction. In addition, if a p authorized representative shall have the a provisions of the codes applicable to this

icklist. Fail to  
t. RECEIVED

DEC 11 2012  
id Development Department  
ion or to determine inspections  
gov. of Building Inspections  
City of Portland

authorizes the proposed work and agree to conform to all applicable certify that the Code Official's reasonable hour to enforce the

Signature:

Qingmei Zheng

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

# 39 Exchange Street



Copyright 2011 Esri. All rights reserved. Thu Dec 13 2012 01:08:16 PM.

1/7/13  
Per Mark A.  
Door removed  
from hinges  
Exit sign  
Relocated  
JMB







# COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES (fill in) Albert Palacci, with a mailing address of 4761 Broadway Block IV, Apt 6P, Manhattan, NY 10034, ("LANDLORD"), hereby leases to Qingmei Zheng, dba Old Port Massage, with a mailing address of 977 Forest Avenue, Portland, ME 04103, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. LEASED PREMISES (fill in and include, if applicable, suite number, floor number and square feet) The leased premises are deemed to contain 1,200 square feet. The leased premises are located at 39 Exchange Street 2nd Floor, 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. During the term of this Lease and for payment of additional monthly rent to LANDLORD in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) per parking space, which additional rent shall be due each month along with payment of base rent, TENANT also shall have the right, in common with LANDLORD and others, to use up to \_\_\_\_\_ (\_\_\_\_) [NONE IF LEFT BLANK] undesignated parking spaces in the parking lot located at \_\_\_\_\_. 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 Three (3) years One (1) month, unless sooner terminated as herein provided, commencing on December 1, 2012 (the "Commencement Date") and ending on December 31, 2015. LANDLORD shall deliver possession of the leased premises to TENANT on \_\_\_\_\_ (prior to the Commencement Date); provided, however, that all of TENANT'S obligations under this Lease shall apply from the possession date notwithstanding that the term and rent may commence after the possession date.

4. RENT (fill in) Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
<u>1</u>	<u>\$ 14,400.00</u>	<u>\$ 1,200.00</u>
<u>2</u>	<u>\$ 15,000.00</u>	<u>\$ 1,250.00</u>
<u>3</u>	<u>\$ 15,600.00</u>	<u>\$ 1,300.00</u>
_____	<u>\$ _____</u>	<u>\$ _____</u>
_____	<u>\$ _____</u>	<u>\$ _____</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 \_\_\_\_\_.

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.

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 30th day of November, 2012.

TENANT:

LANDLORD:

Qingmei Zheng, dba Old Port Massage

Legal Name of Tenant

Qingmei Zheng  
Signature

Qingmei Zheng/Owner Manager

NAME/TITLE

Albert Palacci

Legal Name of Landlord

Signature

NAME/TITLE

Witness to Tenant

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

Qingmei Zheng, dba Old Port Massage

TENANT,

Qingmei Zheng

("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. GUARANTOR hereby waives notice of acceptance of this Guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guarantorship defenses generally. 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 30th day of November, 2012.

GUARANTOR:

Qingmei Zheng

Legal Name of Guarantor

Qingmei Zheng  
Signature

Witness to Guarantor

Qingmei Zheng/Owner Manager

NAME/TITLE