

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 081459

Please Read Application And Notes, If Any, Attached

This is to certify that CITY OF PORTLAND /Hospital of South
has permission to "Twilight in the Park" Memorial Service - x 40' to set-up & break down 12/7/08
AT 356 STATE ST 035 1001001

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 used-in. 2 HOUSING 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. Cross
Health Dept.
Appeal Board
Other

PERMIT ISSUED
NOV 25 2008
Department Name
CITY OF PORTLAND

11/24/08 Cheryl MA
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: 08-1459	Issue Date: 11/24/08	CBL: 035 1001001
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Location of Construction: 356 STATE ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Hospice of Southern Maine	Contractor Address: 180 US Route One Scarborough	Phone 2072893649
Lessee/Buyer's Name	Phone:	Permit Type: Tents	Zone:

Past Use: ROS - Deering Oaks Park	Proposed Use: ROS - Deering Oaks Park - "Twilight in the Park" Memorial Service 20' x 40' tent set-up & break down 12/7/08	Permit Fee:	Cost of Work: \$30.00	CEO District: 2
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Proposed Project Description:
"Twilight in the Park" Memorial Service 20' x 40' tent set-up & break down 12/7/08

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>Tent</i> Type: <i>IBC-2003</i>
Signature: <i>Greg C...</i>	Signature: <i>City of Portland</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
Signature:	Date:

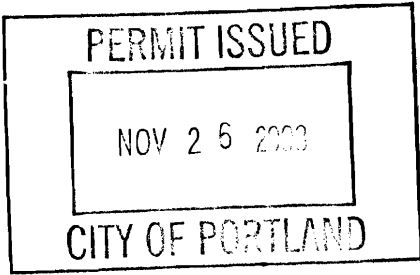
Permit Taken By: Idobson	Date Applied For: 11/14/2008	Zoning Approval	
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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"/>
Date: <i>11/17/08</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 type="checkbox"/> Not in District or Landmark
<input checked="" 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
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.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-1459	Date Applied For: 11/14/2008	CBL: 035 I001001
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Location of Construction: 356 STATE ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Hospice of Southern Maine	Contractor Address: 180 US Route One Scarborough	Phone (207) 289-3649
Lessee/Buyer's Name	Phone:	Permit Type: Tents	

Proposed Use: ROS - Deering Oaks Park - "Twilight in the Park" Memorial Service 20' x 40' tent set-up & break down 12/7/08	Proposed Project Description: "Twilight in the Park" Memorial Service 20' x 40' tent set-up & break down 12/7/08
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 11/17/2008
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
Dept: Building	Status: Approved with Conditions	Reviewer: Chris Hanson	Approval Date: 11/24/2008
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This permit DOES NOT authorize any construction activities. The tent/stage must be removed at the end of the event.			
Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Greg Cass	Approval Date: 11/20/2008
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) 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.			



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.

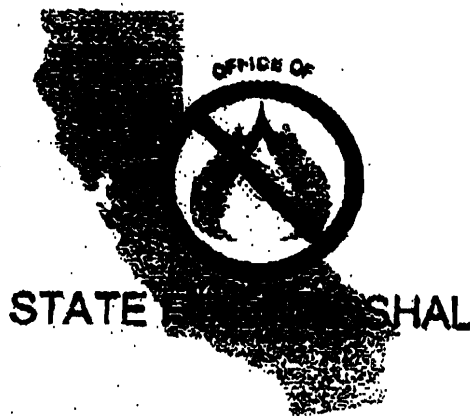
Location/Address/Park of Installation: <u>Deering Oaks Park</u>			
Date of Set up/Event <u>12/7/2008</u>		Date of Breakdown/ End of Event <u>12/7/2008</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>35</u> <u>I</u> <u>1</u>		Property Owner: <u>City of Portland</u>	Telephone:
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone: <u>Hospice of Southern Maine</u> <u>180 US Route One</u> <u>Scarborough, ME 04074</u> <u>(207) 289-3643</u>	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 Flammability 2. 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 style="text-align: right; font-size: 2em; margin-right: 50px;"><u>20' x 40'</u> <u>Memorial Service</u></p>			
<p>Who should we contact when permit is ready: <u>Jennifer Foy</u> Address: <u>180 US Route One, Scarborough</u> Telephone: <u>289-3643</u></p>			
<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.</p>			

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: <u>Jenni</u>	Date: <u>10.29.2008</u>
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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.

F-14408

Product Marketed By:

**FERRARI SA
BX54, 30352 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.

Pat Sanchez

Deputy State Fire Marshal



PROFESSIONAL CONSULTANTS

**John H. Hutchins IV
Vice President**

256 Read Street
Portland, Maine 04103
Tel. (207) 797-0100 ext. 111
Fax (207) 797-4194
1-800-835-6679

johnhutchins@leavittandparris.com

www.leavittandparris.com





CITY OF PORTLAND, RECREATION and FACILITIES MANAGEMENT
PUBLIC PARK & SPACE APPLICATION (3 pages)
 134 Congress St. ~ Suite 2 ~Portland ~ ME ~ 04101
 207-756-8275 ~ Fax 207-756-8279
 tvn@portlandmaine.gov

**For uses of city property, there are typically: 1. fees charged for use of the area
 2. a security deposit required 3. insurance required
 (There may be fees due and applications required from other City Departments)**

TODAY'S DATE	Oct. 2, 2008	ORGANIZATION NAME	Hospice of Southern Maine					
ORGANIZATION ADDRESS	180 US Route One, #1		CITY	Scarborough	STATE	ME	ZIP	04074
CONTACT NAME(S)	Jennifer Foy		TITLE	Development Director				
HOME #	WORK 289-3643		CELL	632-0362		FAX	883-1040	
EMAIL	jfoy@hospiceofsouthernmaine.org		EMAIL					

PARK AREA OR PUBLIC SPACE REQUESTED	Deering Oaks Park, Footbridge and Ravine Area				
EVENT DAY & DATE(S)	December 7, 2008		RAIN DAY & DATE(S)	December 14, 2008	
EVENT START TIME (i.e. set-up start time)	10:00am	EVENT END TIME (i.e. when event cleanup is complete)	7:00pm	ACTUAL START & END TIME OF EVENT	4:30pm – 6:00pm

EVENT NAME	EXPECTED ATTENDANCE
Twilight in the Park	150

DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail. If submitting a request for a Road Race (other than around Back Cove and using Back Cove Pathway for the route), please include a detailed MAP of the COURSE (as this will need to be approved by City Departments and the Manager's Office).
 One thousand luminarias will be lit throughout the ravine and footbridge for a memorial ceremony.

IS THERE A REGISTRATION FEE?	No	
IF YES, HOW MUCH?	FEE	\$
	STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? All public roadways and available lots in the park, King's Court, Tennis Court Road and Farmer's Market Road during set-up

PLEASE CHECK OFF AND ANSWER:
 PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s)? (canopy is 10x10 size) How many: Canopies in large areas (Monument Square, Deering Oaks, Payson Park, Lincoln Park, Preble Street Grass Area), do not need Recreation's review. For smaller parks and squares (such as Congress Square, Tommy's Park, Post Office Park) review and permission is needed from Recreation.		X	
* Do you wish to set up a tent(s)? (a canopy or tent larger than 10x10 needs to be approved by Recreation and a Tent Permit issued from Inspections Division; please call Inspections for information on their application process / PLEASE give them at least a 2-week notice). Recreation will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): Exact Location(s) of Tent Placement Requested: In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.	X		
* Will you be setting up tables and/or chairs? How many tables: 1 chairs: 0	X		
* Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:		X	

*	Will there be refreshments at the event? Do you wish to sell food ? (If so, you will need approval from Recreation) List food and drink: Coffee, Hot Cocoa, Cookies, A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice.	X	X	
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Recreation, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office. List items you wish to sell:		X	
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? If so, your event requires a concert license from the City Clerk's Office. (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	X	X	
*	Will your event require electricity ? Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park). Some of these electrical boxes need a key for access.	X		
*	Are you planning on bringing a Grill for a Barbecue ? Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street.		X	
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from Recreation. Barricades and signs are borrowed from Public Services, Customer Service.		X	
*	Will your event require street closures ? (Please be specific under "Description of Event")		X	
*	Will your event require Police assistance? An event such as a road race, march in the street, or parade would typically require police assistance.		X	
*	Will your event require Fire/EMS assistance?		X	
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)		X	
*	Do you wish to have a banner over the street to advertise your event ? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Vicki Allen, Recreation.	X		

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - general liability. The City of Portland needs to be named as additional insured in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		
♦ If you answered yes, please have "City of Portland, Maine" listed as additional insured on the certificate (minimum coverage: \$400,000) and have your insurance company fax a copy to Recreation: 207-756-8279 or e-mail to: tvm@portlandmaine.gov				

RECREATION POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills. Barbecuing must first be approved by Recreation and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You must bring a fire extinguisher with you to the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannafords, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – across from the Playground, *East End Beach). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to Recreation). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Royal Flush, 883-0884, M-F) to request and pay for a cleaning. Cleanings are \$45.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS

Portland Recreation has a strict policy that prohibits vehicles from parking on grass areas. \$10 will be deducted from your security deposit for each vehicle parked on grass. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

Portland's parks, athletic facilities, playgrounds, and all public space areas are designated as tobacco-free zones. Please pass this information along to your participants. Thank you for your voluntary compliance.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ◆ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	JEF	DATE	10/2/2008
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ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JEF	DATE	10/2/2008
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CREDIT CARD INFORMATION

Visa or MasterCard Number		Exp Date (Mon/Yr)	
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED			

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- ◆ Please make out security deposit checks separate from permit fees.

PLEASE RETURN FORM AT LEAST 30 DAYS IN ADVANCE TO:

- ◆ Portland Recreation ~ 134 Congress Street ~ Suite 2 ~ Portland ~ ME ~ 04101 or email to: tvm@portlandmaine.gov

TOTAL AMOUNT(S) DUE TO RECREATION (Please make all security deposit checks out separately)

Permit Fee for use of area: \$40 first hr. plus \$35 each additional hr. (i.e. a 3 hour event totals \$110) If your event is rained out / cancelled, the bulk of the fee is returned (however \$40 is non-refundable) Number of Hours of Use:	\$355.00	Vest, Barricade, Cone Deposit: \$10 per/item	\$
Electricity: \$5per/hr	\$45.00	Public Space / Park Security Deposit: \$100	\$
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee, etc.)	\$

PLEASE BE SURE AND INITIAL, DATE AND/OR ANSWER ANY HIGH-LIGHTED YELLOW BOXES.

FOR OFFICE USE ONLY

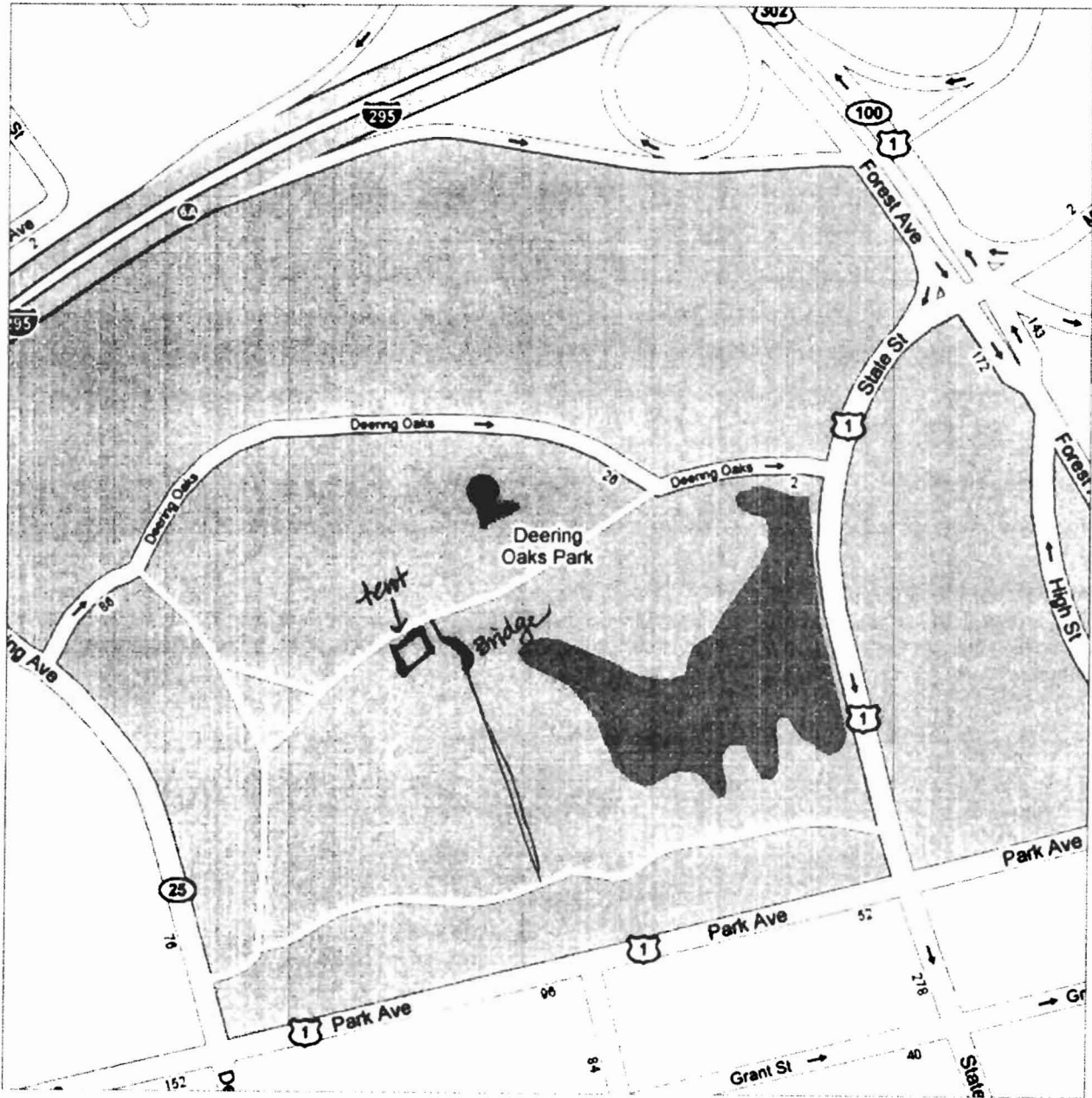
DATE REC'D APPLICATION	DATE REC'D INSURANCE	PERMIT FEE AMT REC'D	\$	SECURITY DEPOSIT	\$
PAYMENT TYPE					
VISA	\$	MC	\$	CK #	CK AMOUNT \$
					CASH AMT \$



Address Deering Oaks Park

Get Google Maps on your phone

Text the word "GMAPS" to 466453



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: HOSPICE EVENT
EVENT DAY: SUNDAY DATE: 12/07/2008
EVENT TIME: 2:30 PM
DELIVERY: SUN 12/07/2008 8AM
PICKUP: SUN 12/07/2008 @7PM
SALES PERSON: JH TERMS: C.O.D.
ORDER DATE: 10/24/2008 CUSTOMER PICKUP:
DIG SAFE #:

BILL TO:

HOLLY LEBLANC (207) 985-9845
HOSPICE OF SOUTHERN MAINE
180 US ROUTE ONE

SCARBOROUGH ME 04074
TEL: (207) 771-4787 FAX: (207) 883-1040

INSTALL LOCATION:

HOLLY LEBLANC (207) 229-1218
DEERING OAKS

PORTLAND ME

QTY ITEM DESCRIPTION

- 1 TENT: 20' X 40' X 8' WHITE MULTIFLEX STRUCTURE
- 12 WEIGHT: WEIGHT PLATES (MULTIFLEX)
- 12 WEIGHT: WATER BARRELS (SECURE TENTS)
- 12 SIDEWALL: 10' X 8' WHITE WALL MULTIFLEX - INSTALLED

SPECIAL INSTRUCTIONS:

SUB TOTAL:	2,640.00
SPECIAL DISCOUNT:	(560.00)
SALES TAX:	0.00
DELIVERY:	0.00
LABOR:	560.00
DAMAGE WAIVER:	0.00
FUEL SURCHARGE:	0.00
TOTAL:	2,640.00
DEPOSIT DUE AT SIGNING	1320.00
DEPOSIT PAID:	0.00
BALANCE DUE:	2,640.00

GUARANTEE OF RENTAL CONTRACT:

I hereby agree to the terms and conditions

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

ATTENTION
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.



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:

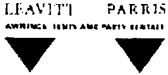
This agreement may not be assigned by customer without express written consent of Leavitt & Parris nor may the customer sublet, dispose or remove the leased property from the aforementioned premises.

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.



CONTRACT # _____

RENTAL CONTRACT – TERMS & CONDITIONS

INDEMNIFICATION AND DEFENSE:

Customer assumes all risks for personal injury, death and property damage arising out of or incidental to the use or operation of the leased equipment. Customer hereby indemnifies, defends and holds harmless Leavitt & Parris from and against any and all claims, demands, actions or causes of action on account of personal injury, death or property damage arising out of or incidental to the use or operation of the lease equipment unless such claims, demands or causes of action arise through the negligence of Leavitt & Parris.

Leavitt & Parris certifies that its employees are insured under the appropriate Workmen’s Compensation Act and that evidence of such coverage shall be delivered to the customer upon request.

Default shall be defined as a failure to pay the Rental Amount as specified above. If the customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued against the customer whereby the said leased property may be taken or detained if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the customer or customer’s property or if the customer shall enter into any agreement or composition with creditors or if Leavitt & Parris shall deem itself insecure Leavitt & Parris may immediately take repossession of the leased equipment without any court order or other process of law and may enter upon premises where the said leased equipment may be and remove the same with or without notice of its intention to do so without liability to Leavitt & Parris. Failure by Leavitt & Parris to exercise any of its rights upon default shall not constitute a waiver of such default or a waiver of any of its remedies. The rights and remedies hereunder shall be cumulative and in addition to all remedies available under the law to Leavitt & Parris. Customer does not acquire any right, title or interest of Leavitt & Parris property.

If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, an amount of 1 ½ (18%) annually of the outstanding balance shall be added to the balance every 30 days thereafter until final payment is made by the customer.

All collection fees, attorney fees, court costs, or any expense involved in the collection of outstanding balances will be client’s responsibility.

This agreement shall be interpreted under and governed by the laws of the State of Maine.

If any portion of this lease agreement is determined by a court to be unenforceable, the remaining provisions shall remain in effect and be fully enforceable.

ADDITIONAL CHARGES:

Leavitt and Parris charges \$95 per man per hour for any delays incurred by the customer

Additional charges may occur if:

- (a) The customer detains the lease property beyond the “Takedown Date,” through no fault of Leavitt & Parris, customer shall be liable to Leavitt & Parris in the amount of the full rental rate for each day that the property is detained.
- (b) The site is not ready or accessible when the crew arrives
- (c) The tent and rented equipment is not ready for prearrange pickup
- (d) Delivery or pickup is from any location other than ground level (upstairs or downstairs)
- (e) All chairs and tables are not stacked and bagged as delivered for pickup
- (f) Food service items are not rinsed food-free
- (g) All additional equipment (stoves, grills, ovens, dance floor, carpet, turf, tent fabric, chairs) is left dirty
- (h) Customer requires pickups before or after normal business
- (i) Site requires custom tent installations (i.e. on asphalt, decks, immovable obstructions, concrete, etc.) if Leavitt and Parris was not notified of site conditions previously
- (j) Equipment is missing or damaged (equipment is billed at replacement value)

WEATHER:

Tents and clear span structures are temporary structures designed to handle most weather conditions; however, there may be situations that become unsafe. Evacuation of tents in high winds or extreme lighting is recommended. Client agrees that in the event of a predicted or actual storm or excessive winds Leavitt & Parris may dismantle any equipment that has been previously installed to ensure safety for all involved.

Leavitt & Parris warrants and represents that all tents, canopies and marquees have been treated for water repellency but does not guarantee that the same are waterproof.

Leavitt & Parris is not required to install the leased property when in the sole opinion of Leavitt & Parris weather or site conditions create an unreasonable risk to Leavitt & Parris’ employees or its property.

Damage to the lease property which is caused by the elements and cost to reinstall the same property is made necessary by the elements shall be borne by the customer to lower or collapse any and all tents, canopies and marquees and to take such other action Leavitt & Parris deems advisable in view of weather forecasts to protect the leased property. Customer is responsible for all other damages to the leased property and will indemnify and hold harmless Leavitt & Parris for those damages.

Client understands that Tents (i.e. Pole, Tension, Frame, Clearspan) are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents, to avoid possible injury, is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions.

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. Leavitt and Parris will make the services of one of its staff available on site during the event for an additional charge to assist with weather assessment and evacuation if necessary. If client declines those services, the client understands that it is client’s responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of the tents. Client should become thoroughly familiar with evacuation procedures whether or not they decide to retain the services of a Leavitt and Parris staff member during the event.

SUMMARY:

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. Be sure all equipment is returned accordingly as stated above. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

Both parties to this agreement understand and agree that the terms and conditions of this lease agreement are set forth on all pages of this document and that the same contains all agreements of the parties unless those terms are modified in a subsequent written document signed and dated by both parties.

I authorize Leavitt & Parris Awnings, Tents, & Party Rentals to use the charge card information below to pay for any purchases, rentals and other fees. There is a 3.25% (Mastercard, VISA, Discover) and 3.75% (American Express) convenience fee on all credit card transactions.

I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

Authorized Client Signature _____ Date _____

Please print Account Name as appears on credit card statement: _____

Please print address statement is mailed to: _____

Please print type of card: _____ (Visa, MasterCard, Discover or American Express)

Please print credit card number: _____ Expiration Date: _____

Credit card security code-Amex (4-digit) is on the front/Visa, Mastercard, & Discover (3-digit) is on the back: _____

Please print signed name: _____

Authorized Signature: _____

Paquin & Carroll Insurance

037 8 1 2008

October 29, 2008

Hospice of Southern Maine
180 US Route 1, #1
Scarborough, ME 04074

Dear Mary:

Thank you for allowing Paquin & Carroll to continue to serve your business needs.
Enclosed you'll find the following information about your current coverage:

**Endorsement to your General Liability policy # VHHHHG3050912 which adds City
of Portland as additional insured for Twilight in the Park**

Each of us at Paquin & Carroll is committed to providing our clients with competitively priced insurance protection that grows along with their business. If you have any questions or would like more information about this policy or other business insurance programs, please contact me at 1-800-287-1486 or twiles@paquincarroll.com.

Sincerely,



Tracy L Wiles
Client Services

Encl



American Alternative Insurance Corporation

Policy Number
VHHH-HG-3050912-03/002

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Named Insured HOSPICE OF SOUTHERN MAINE

Effective Date: 10-01-08
12:01 A.M., Standard Time

Agency Name Glatfelter Underwriting Services, Inc.

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- PROFESSIONAL/GENERAL LIABILITY \$ 238.00
-

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure/Insurance |

is (are) changed to read {See Additional Page(s)}

ADDING CITY OF PORTLAND, PARKS & RECREATION AS AN ADDITIONAL INSURED

ADDING A SPECIAL EVENT

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional \$ 238.00	Return
-------------------------------------	--	----------------------	--------

Tax and Surcharge Changes

Additional	Return
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Countersigned By:

AUTHORIZED AGENT



American Alternative Insurance Corporation

Policy Number
VHHH-HG-3050912-03/002

SCHEDULE OF ADDITIONAL INTEREST(S)

Named Insured HOSPICE OF SOUTHERN MAINE

Effective Date: 10-01-08

12:01 A.M., Standard Time

Agency Name Glatfelter Underwriting Services, Inc.

Addl Insured
GORHAM SAVINGS LEASING GROUP, LLC
AND/OR IT'S ASSIGNEE
63 MARGINAL WAY
PORTLAND, ME 04101

Addl Insured
CITY OF PORTLAND, PARKS & RECREATION
134 CONGRESS ST
PORTLAND, ME 04101

Addl Insured
GGP-MAINE MALL, LLC AND ITS DIRECT AND INDIRECT PARENTS AND
SUSIDIARIES, ANY OF THEIR AFFILIATED ENTITIES, SUCCESSORS AND ASSIGNS
AND ANY CURRENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, PARTNER, MEMBER
OR AGENT OF ANY OF THEM
364 MAINE MALL RD
S PORTLAND, ME 04106

Addl Insured
CITY OF PORTLAND, PARKS & RECREATION
134 CONGRESS ST
PORTLAND, ME 04101
DESCRIPTION AS RESPECTS TWILIGHT IN THE PARK