

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND

BUILDING DEPARTMENT

## PERMIT

Permit Number: 090500

Please Read Application And Notes, If Any, Attached

This is to certify that CITY OF PORTLAND /Portland Public S  
has permission to Tent and Staging for Bridge Music Festival @ Deer Daks 6/1 et up 6/15 break down  
AT 356 STATE ST CL 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 work is used-in. 2 HO NOTICE IS REQUIRED.

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

**OTHER REQUIRED APPROVALS**  
Fire Dept. CAPT. K. Santen  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

Jamun 6/9/09  
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:<br>09-0500 | Issue Date: | CBL:<br>035 1001001 |
|-----------------------|-------------|---------------------|

|   |   |   |              |
|---|---|---|--------------|
| Location of Construction:<br>356 STATE ST | Owner Name:<br>CITY OF PORTLAND             | Owner Address:<br>389 CONGRESS ST             | Phone:       |
| Business Name:                            | Contractor Name:<br>Portland Public Schools | Contractor Address:<br>198 Allen Ave Portland | Phone:       |
| Lessee/Buyer's Name                       | Phone:                                      | Permit Type:<br>Tents                         | Zone:<br>ROS |

|  |   |   |   |                    |
|--|---|---|---|--------------------|
| Past Use:<br>ROS - Deering Oaks  | Proposed Use:<br>ROS - Deering Oaks - Tent and Staging for Bridge Music Festival @ Deering Oaks 6/14 set up 6/15 break down | Permit Fee:<br>\$30.00  | Cost of Work:<br>\$30.00  | CEO District:<br>2 |
| Proposed Project Description:<br>Tent and Staging for Bridge Music Festival @ Deering Oaks 6/14 set up 6/15 break down |   | FIRE DEPT:<br><input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Denied   | INSPECTION:<br>Use Group: U Type: TENT/stage<br>IBL-2009<br>Signature: JMB 6/9/09 |                    |
|  |   | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)<br>Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied<br>Signature: Date: |   |                    |

|                             |                                 |                        |
|-----------------------------|---------------------------------|------------------------|
| Permit Taken By:<br>Ldobson | Date Applied For:<br>05/22/2009 | <b>Zoning Approval</b> |
|-----------------------------|---------------------------------|------------------------|

|  |   |   |   |
|--|---|---|---|
| 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.<br>2. Building permits do not include plumbing, septic or electrical work.<br>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><br><input type="checkbox"/> Shoreland<br><input type="checkbox"/> Wetland<br><input type="checkbox"/> Flood Zone<br><input type="checkbox"/> Subdivision<br><input type="checkbox"/> Site Plan<br>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/><br>Date: 5/26/09 | <b>Zoning Appeal</b><br><input type="checkbox"/> Variance<br><input type="checkbox"/> Miscellaneous<br><input type="checkbox"/> Conditional Use<br><input type="checkbox"/> Interpretation<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br>Date: | <b>Historic Preservation</b><br><input type="checkbox"/> Not in District or Landmark<br><input type="checkbox"/> Does Not Require Review<br><input type="checkbox"/> Requires Review<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Approved w/Conditions<br><input type="checkbox"/> Denied<br>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

|                              |  |                            |
|------------------------------|--|----------------------------|
| <b>Permit No:</b><br>09-0500 | <b>Date Applied For:</b><br>05/22/2009 | <b>CBL:</b><br>035 I001001 |
|------------------------------|--|----------------------------|

|  |  |  |               |
|--|--|--|---------------|
| <b>Location of Construction:</b><br>356 STATE ST | <b>Owner Name:</b><br>CITY OF PORTLAND             | <b>Owner Address:</b><br>389 CONGRESS ST             | <b>Phone:</b> |
| <b>Business Name:</b>                            | <b>Contractor Name:</b><br>Portland Public Schools | <b>Contractor Address:</b><br>198 Allen Ave Portland | <b>Phone:</b> |
| <b>Lessee/Buyer's Name</b>                       | <b>Phone:</b>                                      | <b>Permit Type:</b><br>Tents                         |               |

|  |   |
|--|---|
| <b>Proposed Use:</b><br>ROS - Deering Oaks - Tent and Staging for Bridge Music Festival @ Deering Oaks 6/14 set up 6/15 break down | <b>Proposed Project Description:</b><br>Tent and Staging for Bridge Music Festival @ Deering Oaks 6/14 set up 6/15 break down |
|--|---|

|                       |   |                                      |                                  |  |   |
|-----------------------|---|--------------------------------------|----------------------------------|--|---|
| <b>Dept:</b> Zoning   | <b>Status:</b> Approved                 | <b>Reviewer:</b> Marge Schmuckal     | <b>Approval Date:</b> 05/26/2009 | <b>Note:</b>   | <b>Ok to Issue:</b> <input checked="" type="checkbox"/> |
| <b>Dept:</b> Building | <b>Status:</b> Approved with Conditions | <b>Reviewer:</b> Jeanine Bourke      | <b>Approval Date:</b> 06/09/2009 | <b>Note:</b><br>1) This permit DOES NOT authorize any construction activities. The tent/stage must be removed at the end of the event.   | <b>Ok to Issue:</b> <input checked="" type="checkbox"/> |
| <b>Dept:</b> Fire     | <b>Status:</b> Approved                 | <b>Reviewer:</b> Capt Keith Gautreau | <b>Approval Date:</b> 05/29/2009 | <b>Note:</b><br>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. | <b>Ok to Issue:</b> <input checked="" type="checkbox"/> |



# 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<br><u>6-14</u> <del>6-15</del>  | Date of Breakdown/ End of Event<br><u>6-15</u> |              |
| Tax Assessor's Chart, Block & Lot<br>Chart#      Block#      Lot#<br><u>35</u> <u>I</u> <u>1</u> | Property Owner:<br><u>City of Port</u>         | Telephone:   |
| Lessee/Buyer's Name (If Applicable)  | Applicant name, address & telephone:           | Fee: \$30.00 |

The permit fee and the following items must be completed and submitted along with this application in order to receive a permit.

- ✓ 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

Who should we contact when permit is ready: Joseph Farrell  
Address: 92 Deering Oaks Ave. Portland Telephone: 207-712-2846  
04102

Please submit all of the information outlined in the Tent/Canopy and Event Staging Permit Application as one package. Failure to do so will result in the automatic denial of your permit.

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

MAY 22 2009

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.

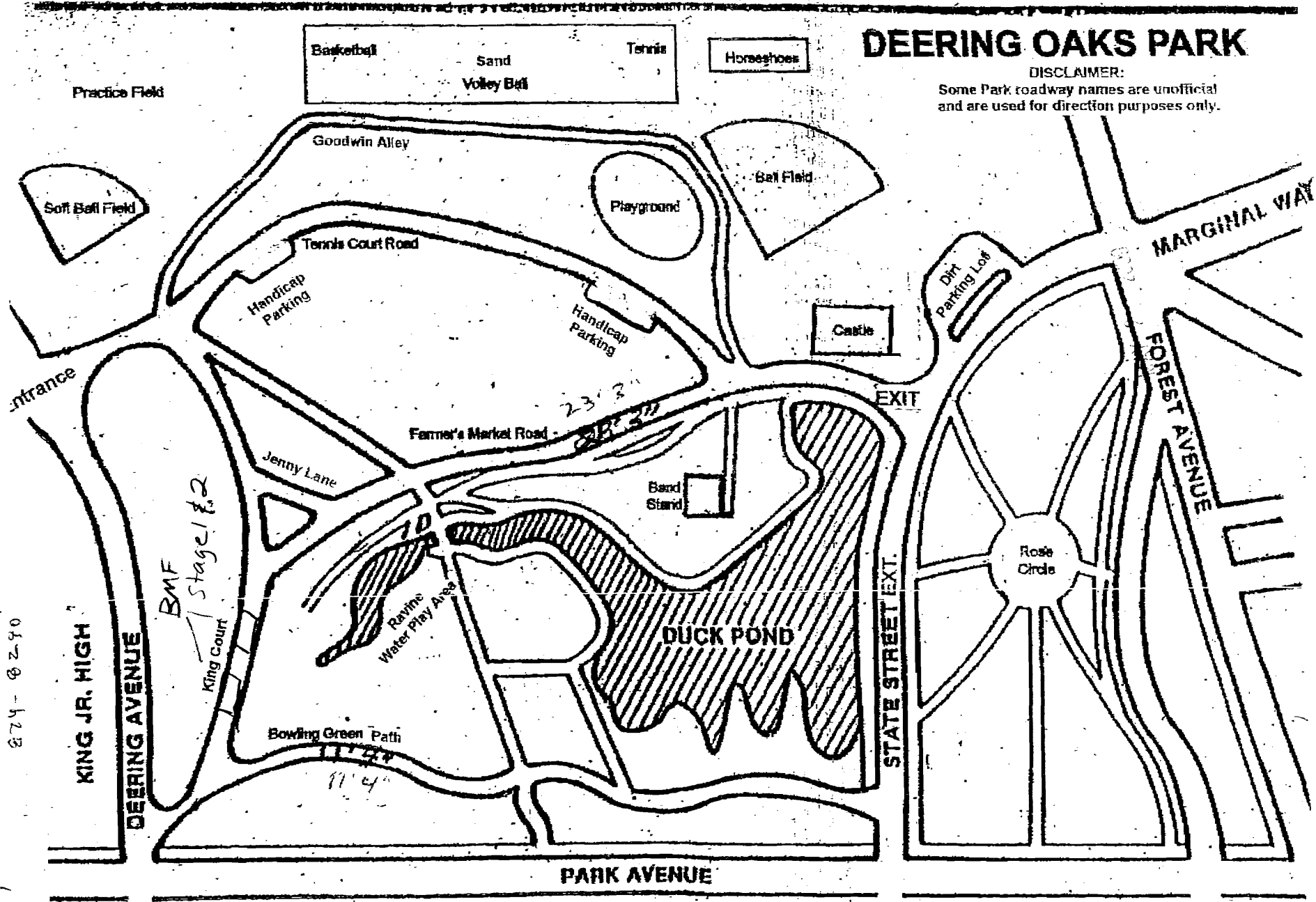
|   |                      |
|---|----------------------|
| Signature of applicant: <u>Joseph Farrell</u> | Date: <u>5-20-09</u> |
|---|----------------------|

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

To - JOE Farrell  
874-8290

# DEERING OAKS PARK

DISCLAIMER:  
Some Park roadway names are unofficial  
and are used for direction purposes only.



KING JR. HIGH

DEERING AVENUE

King Court  
BMF Stage 1 & 2

Bowling Green Path

Ravine Water Play Area

DUCK POND

Rose Circle

STATE STREET EXT.

PARK AVENUE

MARGINAL WAY

FOREST AVENUE



"BE A PARTY A"

10 Washington Ave.  
Tel: 20

*Stage 2*

**ORDER 14188-2**

DAY: MONDAY      DATE: 06/15/2009  
 TIME:              1 DAY RENTAL  
 DEL: MON 06/15/2009  
 P/U: TUE 06/16/2009  
 SP: MT    ORD DT: 05/05/2009  
 PO #:

JOE FARRELL  
 B FARRELL JOE(KING M  
 I 92 DEERING AVE  
 L  
 L PORTLAND              ME 04102  
 TEL: (207) 712-2846      FAX: (207) 874-8290

S  
 H  
 I              ME  
 P

| ITEM ID   | QTY | ITEM DESCRIPTION                 | PRICE  | TOTAL  |
|-----------|-----|----------------------------------|--------|--------|
| 20X20FIBS | 1   | 20X20 WHITE FRAME TENT ONE PIECE | 418.00 | 418.00 |
| STAIR3    | 1   | STAIRS 3' HGHT                   | 25.00  | 25.00  |
| 12X20S30  | K 2 | 12X20 STAGE 30" LEGGS            | 450.00 | 900.00 |
| BLBJSKRT  | 2   | BLACK BANJO SKIRT 30"X13'        | 16.00  | 32.00  |

*P. 2*

SPECIAL INSTRUCTIONS:

\$250.00 IS REQUIRED FOR DEPOSIT

|              |          |
|--------------|----------|
| TOTAL:       | 1,375.00 |
| SALES TAX:   | 0.00     |
| DELIVERY:    | 125.00   |
| LABOR:       | 0.00     |
| TOTAL:       | 1,500.00 |
| BALANCE DUE: |          |

# Certificate of Flame Resistance

REGISTERED  
FABRIC  
NUMBER

F-140.01

ISSUED BY  
JOHNSON OUTDOORS INC.  
BINGHAMTON, NEW YORK 13902  
*Manufacturers of the Finest  
Tent Products Described Herein*

Date of Manufacture

Nov. 1997

This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.

NAME: A PLUS PARTY RENTAL

CITY: SCARBOROUGH STATE: ME

Certification is hereby made that:

The articles described on this certificate have been manufactured with an approved flame retardant chemical in compliance with California State Fire Marshal Code, NFPA 701, Underwriters Laboratory of Canada, and have been tested in accordance with the Federal Test Method Specifications and meet or exceed the Military Flame Specifications of MIL-C-43005G.


Type, color and weight of material: 15oz Vinyl White Blockout

Description of item certified: 20x20

**Flame Retardant Process Used Will Not Be Removed By Washing And  
Is Effective For The Life Of The Fabric**

Snyder Manufacturing, Inc.

Manufacturer of Flame Retardant Vinyl Laminates

  
TENT DEPARTMENT, JOHNSON OUTDOORS INC.

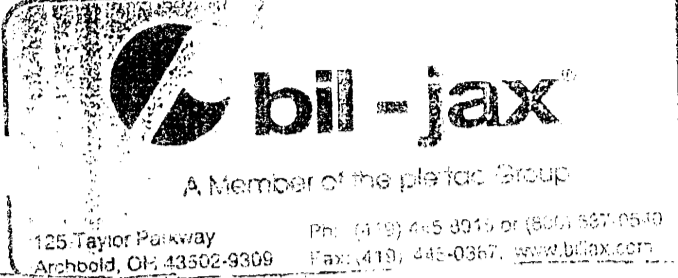
Large Scale

NAVY-6-21005 1031-2002-000001

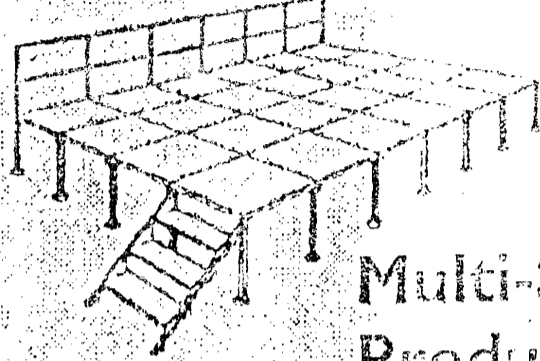
101-87100-00

F. 2. 2

Farrell, Joe  
24x20 Stage



**bil-jax**  
A Member of the pleco Group  
125 Taylor Parkway Archbold, OH 43502-9309  
Ph: (419) 445-0015 or (800) 587-0549  
Fax: (419) 445-0367, www.biljax.com

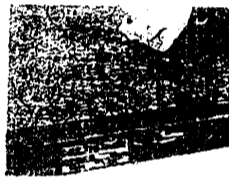


**Multi-Stage Products**



Sizes available for the Multi-Stage decks include the popular 4' square section, a 2' x 4' section and a 45° corner section. Standard decks include a 3/4" AC exterior plywood stained in gray enclosed in a steel frame edge protector. Other deck options are available.

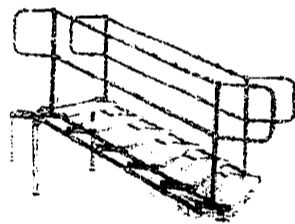
**CAPACITY 150 PSF**  
(732kg per sq. meter)



Standard on all decks is the original cam lock feature which firmly fastens stage sections together from the top of the stage platform. Cam lock holes are neatly plugged with a cap to fill the surface.

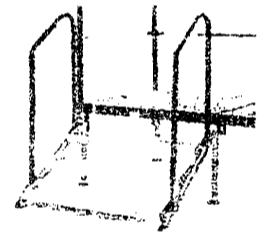
**OPTIONS**

Stage adjustable stair packages come complete with stair step stringers, stair stringer extensions, hand d aluminum stair planks. These stair packages offer easy access to the stage platform area and can be adjusted to fit various stage heights within the package range.



The new Ultra-Stair decreases set up time and labor. Multiple units are available for platform heights from 24". The units, with detachable handrails, fold flat for storage and ease in shipment.

- Package Sizes Available:**
- 12"-18" Stage Ht. Pkg.
  - 2'-3' Stage Ht. Pkg.
  - 3'-4' Stage Ht. Pkg.
  - 4'-6' Stage Ht. Pkg.





**BRO OF RENTALS, LLC**

Equipment Service Agreement of May 2009.  
**BETWEEN:** Portland Department (entering this agreement)  
Address: 92 Dr  
Portland  
Telephone:

*Stage 1*

Name of person entering agreement: Joe Farrell  
Herein after referred to, without change of gender, as RENTER.

**AND: Bronson Stage Rentals LLC**

Contract Processing Office: PO Box 788  
Brewer, Maine 04412  
Telephone: (207) 942-4531, Or on the web: www.Bronsonstagerentals.com

Here in this agreement referred to by its full name or in the abbreviated form BSR

**Instructions for the RENTER to complete this agreement:** RENTER to fill in all yellow highlighted spaces on all copies of this agreement and sign. **Return one completed, signed copy of this agreement with the outlined fee deposit before the due date shown on page 2 to Bronson Stage Rentals LLC at the address shown above. If the deposit is not successfully paid to BSR there is then no agreement, under that condition the equipment will not arrive and the services will not be performed. Each copy of this agreement is five (5) pages in length. Signature spaces are on page 5. RENTER agrees to meet the needs of Bronson Stage Rentals LLC in reaching agreement to complete the green highlighted spaces (if any) in this agreement which may remain blank upon initial signing by both parties and may not be determined until a time very close to the actual date for set-up and/or use of the equipment. Any individual paragraphs marked "DNA" by Bronson Stage Rentals LLC upon initial issuance Do Not Apply to this agreement.**

**AGREEMENT:**

The RENTER hereby affirms and contracts for it's/their/his/her (these terms shall be interchangeable in this agreement) desire to secure services of equipment as described herein on page 4 or 5 from Bronson Stage Rentals LLC under the conditions here stated: The services will include delivery by Bronson Stage Rentals LLC to the site upon which the equipment is scheduled to be used or rented. That location is: Deering Oaks Park, Portland, Maine.

- The date(s) of this agreement include the following date(s) when that stage will be on site for use include June 15, 2009. Set up to take place during the morning of June 15, 2009.

The area of the use must remain available for removal of the equipment for a period of no less than 24 hours after the RENTER'S use has ended and any and all equipment, props, instruments, rubbish, stage sets or other property of the RENTER or his/its agents, customers, employees, servants, family, agents or contractors has been cleared from the stage/equipment and the area around it by the RENTER. Said clearing to be completed by the RENTER or his agents as quickly as reasonably possible after the use or appointed time (which ever comes first) here agreed has ended. The equipment here under is only required by this agreement to be on the renter's site on the day(s) for which a fee is paid. If more days/dates are desired then that must be negotiated with BSR.

- The parties agree that the RENTER is hiring services and equipment for a limited time period. Failure to use that equipment on the date(s) contracted for does not void this contract and all fees hereunder remain fully owed, due and payable to BSR. All liability for causing any scheduled use to take place is accepted by the RENTER. The **RENTER agrees to pay to BSR a total fee of \$1500.00 payable in US funds for the services in this contract.** The fee is to be paid 50% (\$750.00) or more on or before June 1, 2009 with the return of a signed copy of this contract, then the balance (if any) on June 15, 2009 before use of the equipment.

The RENTER hereby agrees that the full balance, if any, of the entire fee will be paid in cash, bank check or money order, payable in US funds or pre-agreed equivalent drawn on a US or Canadian bank delivered to the representative of and payable solely to BSR when the setting up of the equipment is complete and before any use or performance takes place on the equipment. The RENTER hereby agrees that once any part(s) of the fee(s) under this agreement are paid to BSR no part of the fee(s) or deposit(s) is / are or will be refundable or refunded.

Should the final payment not be made in full on time then BSR has the right to close the stage to use and/or remove its equipment from the site. The RENTER agrees that if payment is not made on time then BSR has no liability to the RENTER or its agents, contractors, employees or customers for damages arising from the payment failure. The RENTER agrees that in the case of a payment failure by the RENTER BSR can keep any and all deposits paid to them as liquidated damages, with no deductions or off-sets. The RENTER further agrees that if it allows any use of the equipment hereunder to be used that the full contract fee has then been earned by BSR.

- The RENTER agrees to provide 0 **adult stagehands** solely for the purpose of erecting, dismantling and reloading the equipment rented herein. The stagehands must be experienced and capable of and ready to perform heavy sustained, independent work under all weather conditions.

The stagehands must be fully covered by public liability and worker's compensation insurance policies, in force at the time of the work, purchased by and at the expense of the RENTER. The RENTER assumes **any and all** liability for the health, wellbeing, losses and liability risks of its stagehands, servants, family, representatives, friends, agents, employees, contractors, performers, customers or the RENTER while working on and around the equipment, using the equipment or under the direction of BSR during this agreement.

DOES NOT AGREE  
 BSR ON BEHALF OF

BSR will, as best possible, rely on the selection of stagehands by the RENTER. The acceptance by BSR of any person as a stagehand will not cause BSR to assume any part of any liability regarding that person or their work or welfare hereunder.

- RENTER's stagehands (where applicable) will be supplied, ready for work at times yet to be agreed including to dismantle and reload the rental equipment.

Both for set up and removal of equipment the stagehands must stay on the job until the needed work has been completed. If the RENTER fails to provide stagehands as herein required for set up or erection of the equipment then BSR can not guarantee that the equipment will be ready for use as scheduled. If the RENTER in some way impedes normal removal and return of the equipment the RENTER agrees that they /it will owe and pay immediately with no offsets to BSR the sum of \$5000.00 by cash or bank check in U.S. funds, plus prorated rent for any additional time the equipment is on the renter's

site. Also the RENTER will fully pay to BSR all lost revenue and third party damages caused by the RENTER by inability to timely remove or return the equipment. The RENTER will pay all fees and/or costs associated with collection of these monies and money interest for all damages. The RENTER will not attempt in any way to remove the equipment from the use site without a representative from BSR being present and approving. If in place of stagehands or laborers provided by the RENTER, BSR provides all labor needed to complete this agreement then the personnel working for BSR do not through function of this agreement become employees of or work under the direction of the RENTER.

The RENTER agrees to supply, at his/it's sole cost, safe electric power service to within 50 feet of the place the equipment is to be erected, at the time of set up or equipment erection and continuing throughout the entire use period and full disassembly and removal of the equipment is completed. That electric service must be of 110 to 120 volts per leg, 2 legs of 50 amps or more per leg, single-phase (220) electric power. This must include a licensed electrician familiar with the use site to make any and all connections of equipment and any needed repairs to the electric service. Said electric power can be provided either by public electric utilities or by on site generator(s) so long as a qualified generator operator is included with any generator(s).

- BSR will provide one or more trained, experienced personnel to direct the erection, use and removal of the equipment under this agreement. The RENTER will include these personnel in any on site or off site catering being provided during the term of this agreement for production and or performing personnel at no cost to said personnel or BSR. BSR personnel may or may not remain on the site throughout the use of the rental equipment. The RENTER will provide, fully at its sole cost, -0- **first class** motel / hotel room(s) (not in a rooming house) and parking for use by the personnel of BSR, within 5 miles of the use site for the night preceding and the night of each day included in the use period, in this case a total of 0 **night(s)**.

The RENTER will provide, at no cost to Bronson Stage Rentals or its employees, security passes and/or tickets for two motor vehicles with trailers and up to five people into the use site including any stage and back stage areas, usable throughout the entire period of this agreement including show/use hours and set-up and removal times for the equipment. On site parking spaces with continuous access for two vehicles and trailers must also be provided at no cost to BSR on the use site. BSR personnel may or may not stay on site during the entire time the rental equipment is in use or on the use site.

If the RENTER requires liability insurance(s) greater than that regularly provided by BSR be carried by BSR for the services under this agreement then the RENTER must notify BSR 30 days before the time of service hereunder is scheduled to begin and then pay the increased cost of said insurance before the use or performance date. If the RENTER requires that they be named as co-insured on BSR's insurance policies then the RENTER will pay to BSR, before date of service and in addition to the other fees agreed to in this contract, \$250.00 for each policy upon which they are to be so named.

No liability for any cost or loss on the part of any party will accrue to, or be applied to, or assumed by, BSR for failure to fulfill this contract due to weather conditions, riot, strike, labor disturbance, civil unrest, war, fuel or power shortages or outages, transportation disruptions, lock out, or act(s) of God or government.

BSR will make every reasonable effort to deliver the services / equipment to the proposed site on time. If BSR suffers a transportation failure enroute to this event / service which is unique to BSR and BSR alone, as opposed to public disruptions or act(s) of God or government, then the RENTER agrees that the liability of BSR is limited to the return of all fees and/or deposits which were paid for the one service / event effected by that transportation failure.

Need for and liability on the part of the RENTER to provide insurances hereunder, including workmen's compensation (where applicable) and public liability, agreed to by signing this contract does not end if BSR fails to cause the RENTER to provide proof of insurance. In the event a third party is providing any laborers required under this contract the RENTER remains responsible to see that full insurance is provided at no cost to BSR to cover the work and welfare of those people.

The RENTER accepts all risks inherent in using a raised stage that, by necessity of its intended design/use, has no safety rail(s) along all or some sides. The RENTER agrees it will not subrogate against BSR for any losses the RENTER agreed to insure against by signing this agreement.

The RENTER, through this agreement, acknowledges and agrees that neither the RENTER, it's/his/her agents, contractors, employees or the users of the equipment under this agreement will paint, drill into, make holes in, drive nails or screws into, weld or glue to, remove parts from or degrade or alter in any way any of the subject equipment unless agreed to by the on site representative of BSR or in advance in writing amended to this agreement. Further the RENTER agrees to pay, immediately to BSR, any and all repair or replacement costs and collection costs arising from any such damaging or altering act on the rented equipment by any party, other than BSR, during the term of this agreement.

Any roof or sky frame included in this contract is not available for use if or when wind speeds at the use site reach or exceed, in gusts or sustained, 30 miles per hour or a snow or ice load places weight upon such equipment. The on site representative of BSR is fully authorized to stop any performance on or use or service of the equipment long enough to make the continued use of the equipment safe. This is done for the safety of all persons and property on the use site. If such winds or snow happen it is, in the terms of this contract, an act of God and thus the fee(s) are all still due, payable and not refundable regardless of the outcome of the fact that such roof or sky frame is lowered or removed. If, after conditions improve, it is agreed by the on site representatives of BSR and the RENTER to re-erect any roof(s), stage(s) or sky frame(s) the RENTER will provide qualified stagehands to assist with this work as in the preceding conditions for stagehands for equipment erection and/or set up.

The use site must be provided by the RENTER at no cost to BSR. Said site (or building) must provide useable, adequate access to conveniently move the equipment in and out of the building and/or site. Indoors or outside the site for use of the equipment must be accessible, of appropriate size (including area for set up operations), level, lighted (including during load-out), well drained and kept secure from theft and intrusion throughout the entire time of this agreed use, set up and removal of the equipment at no cost to BSR. The RENTER must timely acquire, meet the provisions of and pay all costs for any and all needed insurance, licenses and permits for the contracted rental and/or services. BSR assumes no responsibility for delays caused by lack of permits or timely, usable access to the site. All fees to BSR hereunder remain due and fully payable as

scheduled in this agreement if the RENTER fails to provide an adequate site (as defined above), licenses and/or permits even if that failure causes the services or use of equipment not to be completed. During set up and removal of the rented equipment the site shall be under the control of BSR and BSR alone will be responsible for any OSHA requirements relating to BSR employees.

- **For and under the considerations listed in this agreement** Bronson Stage Rentals, LLC will supply, only for use as intended, during the designated use period on page one of this agreement, to the RENTER the following equipment: One modular stage with a deck of 24 feet by 20 feet, with complete roof system, back drop (50 / 50 type fabric), stairs, sound wing and front skirt including all labor needed for set up.

This contract agreement can not be assigned by the RENTER to any third party without the written consent of BSR. If assigned by the RENTER he/she/it/they agree to remain fully liable to BSR for performance hereunder until all of this agreement has been completed. The laws of the State of Maine will govern this agreement and both signing parties agree that any legal action(s) taken under this agreement will be brought in the courts of that state. In the event that any part of this agreement / contract is found unenforceable, invalid or illegal by any court it is agreed by both the RENTER and BSR that the remainder will survive fully in effect. Both parties agree to be bound by fully executed fax or tele-copier copies of this agreement. With or without notice to the RENTER BSR reserves the right to perform under this contract, or not, at it's option if the RENTER does not provide the signature of an adult witness to the signature of the RENTER or it's binding agent. This with the preceding 4 pages being the entire agreement between the parties unless or until it is altered in writing signed by both.

Signatures, **For Bronson Stage Rentals LLC:**

Richard B. Bronson, Jr. Date: 5th day of May 2009  
Name of signer.

**For the RENTER, I am of legal age to enter this contract, and fully empowered by the RENTER to obligate it and myself for all the costs and liabilities in this contract. Having thoroughly read the foregoing agreement and wishing to enter it I sign here:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2009.

\_\_\_\_\_ Printed or typed name of signer.

**Adult witness for the RENTER:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2009.

\_\_\_\_\_ Printed or typed name of witness.

**The RENTER must provide to BSR, written local travel directions to the use site and (if applicable) hotel at least one week before the scheduled set up date for the equipment hereunder.**

End of this agreement DEPOSIT or payment RECEIVED ON \_\_\_\_ / \_\_\_\_ / 2009.

**Mail Message**

Reply ▾

Read Later

Mail Properties

**From:** "Rick Bronson"  
<richard.b.bronson@hotmail.com>

Thursday - May 21, 2009 9:19 PM

**To:** "Joseph Farrell" <farrej@portlandschools.org>**Subject:** Bridges music festival**Attachments:** Mime.822 (6071 bytes)

5/21

Joe,

The stage we are proposing to bring to you has the exact same deck as the one you used last year. That deck is 38 inches high + / -. The variance is due to unlevel ground conditions.

If the questions are for Portland Code Enforcement this deck and roof are the same as used by Sebago Brewing at the Old Port Festival last June. Also we have used this same stage in Portland for dates as part of "Alive at 5" for PDD over the years.

The weight load on the deck is 100 pounds per square foot or more. The total height above ground of the roof towers is 17 feet with the trim clear height of the roof being 12 to 14 feet above ground or 9 to 11 feet above the stage deck.

Yes there will be sound wings the same as last year.

If there are more questions or if I can help in another way please contact me again.

RBB

**ACORD CERTIFICATE OF INSURANCE**

ISSUE DATE  
April 15, 2009

|   |   |   |                                       |
|---|---|---|---------------------------------------|
| <b>PRODUCER</b><br>ALLIANT INSURANCE COMPANY<br>PO BOX 6450<br>NEWPORT BEACH, CA 92658                        |   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                       |
| <b>INSURED:</b><br>Portland Public Schools<br>196 Allen Avenue, 3rd Floor<br>Portland, ME 04103 FAX: 874-8107 |   | <b>Companies Affording Coverage</b>   |                                       |
|   |   | Company Letter  | A MSMA Property & Casualty Trust Fund |
|   |   | Company Letter  | B                                     |
|   |   | Company Letter  | C                                     |
|   |   | Company Letter  | D                                     |
| Company Letter  | E |   |                                       |

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

| CO LTR | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                        |            |
|--------|---|---------------|----------------------------------|-----------------------------------|-------------------------------|------------|
| A      | <b>General Liability</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input type="checkbox"/> Claims Made<br><input checked="" type="checkbox"/> Occurrence<br><input type="checkbox"/> Owner's & Contractor's Prot.<br><input type="checkbox"/>   | MSMA0809      | 07/01/08                         | 07/01/09                          | General Aggregate             | \$         |
|        |   |               |                                  |                                   | Product-Com/OP Agg            | \$ Incl.   |
|        |   |               |                                  |                                   | Personal & Adv. Injury        | \$ Incl.   |
|        |   |               |                                  |                                   | Each Occurrence               | \$ 400,000 |
|        |   |               |                                  |                                   | Fire Damage (any one fire)    | \$         |
| A      | <b>Automobile Liability</b><br><input checked="" type="checkbox"/> Any Auto<br><input type="checkbox"/> All Owned Autos<br><input type="checkbox"/> Scheduled autos<br><input type="checkbox"/> Hired Autos<br><input type="checkbox"/> Nonowned Autos<br><input type="checkbox"/> Garage Liability<br><input type="checkbox"/> |               |                                  |                                   | Med. Expense (any one person) | \$         |
|        |   |               |                                  |                                   | Combined Single Limit         | \$         |
|        |   |               |                                  |                                   | Bodily Injury(Per Person)     | \$         |
|        |   |               |                                  |                                   | Bodily Injury (Accident)      | \$         |
|        |   |               |                                  |                                   | Property Damage               | \$         |
|        | <b>Excess Liability</b><br><input type="checkbox"/> Umbrella Form<br><input type="checkbox"/> Other Than Umbrella Form  |               |                                  |                                   | Each Occurrence               | \$         |
|        |   |               |                                  |                                   | Aggregate                     | \$         |
|        | <b>Workers' Compensation and Employers' Liability</b>   |               |                                  |                                   | Statutory                     |            |
|        |   |               |                                  |                                   | Each Accident                 |            |
|        |   |               |                                  |                                   | Disease-Policy Limit          |            |
|        |   |               |                                  |                                   | Disease-Each Employee         |            |
|        | <b>Other</b>  |               |                                  |                                   |                               |            |

**Description of Operations/Locations/Vehicles/Special Items:** Certificate holder is an additional insured with respect to liability which arises exclusively from the school sponsored activities/participants from Portland Public Schools Bridge Music Festival scheduled for June 15, 2009, from 12:00 pm to 8:00 pm at the Deering Oaks Park, Portland Maine. Rain Location: Portland Exposition Building, Portland, Maine. Number of students: 100+; Grades: 3-12; Chaperones: 5.

**CERTIFICATE HOLDER**  
City of Portland  
Recreation and Facilities Management Dept  
134 Congress Street  
Portland, ME 04101  
ATTN: Arthur Stephenson

**CANCELLATION**  
SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
Authorized Representative  
*Quita Tolchener*

ACORD 26-S (7/90) ACORD CORPORATION 1990  
*also emailed to Ted Musgrave @ Portland Parks + Rec. on 4/15/09*