



Permitting and Inspections Department
Approved with Conditions

07/06/2018
Maine Craft Portland
521 Congress Street
Portland, ME 04101

Submitted by: Sadie Bliss, Maine Crafts Association Executive Director

Project Summary:

Maine Craft Portland (MCP) is a new retail gallery located at 521 Congress Street – within Mechanic’s Hall. MCP will occupy the space formally leased by Encore.

We respectfully request permission to:

1. Hang one permanent “blade” sign from the exterior of the building. The sign will be the same color (black and white) and dimensions as the existing Mechanic’s Hall sign and use a similar hardware system to attach to the building. The sign will be made by Minuteman Signs and installed by MN Construction.
2. Affix white decals to the insides of the windows: a logo and tag line on each of the two Congress street windows and a different logo (which incorporates the tagline) on the Casco Street window closest to Congress Street. The decals planned for semi-long term use, but can be easily removed with a razor blade. The decals will be printed by Banacom Sign and installed by Sadie Bliss.

Thank you for your consideration,
Sadie Bliss
207-205-0791
sadie@mainecrafts.org



Permitting and Inspections Department
Michael A. Russell, MS, Director

Signage /Awning Permit Application

Building Information:

Exterior Length of façade of tenant space (ft): 20 Height of exterior façade (ft): 50+ 15 attic truss
 Lot frontage on street (ft): 57 This is a (select one): Single Tenant Lot Multi-Tenant Lot
 If multi-tenant, this is a (select one): Ground floor unit Upper story unit
 Current specific use: Maine Craft Portland pending If vacant, prior use: Encore Vintage Shop
 Proposed use: Maine Craft Portland - gallery

Information on EXISTING signs that will remain:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			

Information on PROPOSED signs:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>attached bld sign</u>			<u>24" x 52"</u>	<u>14.5 ft</u>	
<u>lettering/logo on windows x 3</u>			<u>varies - see photo w/ overlay</u>		

I hereby certify the following:

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- If a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant:  Date: 6/23/18
 This is a legal document and your electronic signature is considered a legal signature per Maine state law.



Portland

Yes, Google's good here.

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Christina Stacey <cstacey@portlandmaine.gov>

521 Congress St -Sign permit #SIGN2018-00045

2 messages

Christina Stacey <cstacey@portlandmaine.gov>

Tue, Jul 3, 2018 at 2:24 PM

To: sadie@mainecrafts.org

Dear Sadie,

I have started review of your sign permit application. I had a couple questions and requests:

- 1) We need a [completed copy of the sign permit application](#). This can be filled out and e-mailed to me directly.
- 2) We need a letter/e-mail of permission from the landlord for the alterations. This can be e-mailed to me.
- 3) Is the plan to make all of the windows fully smoked/tinted? The front view seems to indicate this but I wanted to confirm. The lower panels were previously clear glass. There are limits in this zone on how obscured windows can be.

Let me know if you have any questions on this e-mail.

Thanks,
Chris

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Chris Stacey - Zoning Specialist
Permitting & Inspections Department
City of Portland
389 Congress St.
Portland, ME 04101
(207) 874-8695
cstacey@portlandmaine.gov

Sadie Bliss <sadie@mainecrafts.org>

Tue, Jul 3, 2018 at 3:53 PM

To: Christina Stacey <cstacey@portlandmaine.gov>

Hi Christina,

Kelly asked me to submit that last week and I uploaded it with all the other permit info.

The windows will be completely clear as they are currently - that photo was from when they were painted over, but we scraped all the paint off.

I wanted to have bigger logo decals on the windows but Deb Andrews expressed this same concern - I wonder if she also thought I was going to tint the windows? It will just be a white logo decal on the clear window.

Sadie

[Quoted text hidden]

[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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SADIE BLISS



Executive Director

Maine Crafts Association

www.MaineCrafts.org

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207-205-0791

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LEASE

This Indenture made this 13th day of April, 2018 by and between Maine Charitable Mechanic Association, located at 519 Congress St, Portland, Maine, hereinafter called "Landlord" and Maine Crafts Association a Maine Nonprofit corporation with a place of business located at 288 Lewiston Road, West Gardiner, Maine, hereinafter called "Tenant".

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Demised Premises: Landlord represents that it is the owner of the building known as "Mechanics Hall" located at 517-521 Congress Street, Portland, Maine (the "Building"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms and conditions of this Lease, the following described premises ("Demised Premises"), consisting of approximately 1,334 gross square footage of street level space located on the Westerly side of the Building with an address of 521 Congress Street, which Tenant has inspected and accepted (subject to the satisfactory completion of the Landlord Improvements identified in Section 8(a), below). The area of the Demised Premises is measured from the interior faces of interior partition walls to the interior faces of exterior walls. The Demised Premises, the Building, and the land upon which it is constructed, hereafter collectively referred to as the "Entire Premises."
2. Term: To hold for the term of (2) years, commencing June 1, 2018 (the "Commencement Date") and ending on May 31, 2020. Landlord is fitting up the Demised Premises as set forth in Section 8(a), below. In the event Landlord is unable to have the space open to the public on June 1, 2018 due to the space not being ready caused by the Landlord or its contractors the Landlord shall incur a \$100 per day penalty to be deducted from the next month's rent.
3. Option to Renew: Tenant shall have an option to renew this lease for up to two (2) Five (5) year periods, on the same terms and conditions as the initial term, except that for the first renewal term rent shall be payable at \$2,700 per month and for the second renewal term rent shall be on mutually agreeable terms providing that Tenant is not then in default of this Lease and that Tenant shall provide written notice of Intent to Renew to Landlord not less than six (6) months prior to the expiration of each then current Term.
4. Rent: Tenant agrees to pay rent for the Demised Premises computed at the following rate: Monthly June 1, 2018 to May 31, 2020 in the amount of \$2,700.00 per month.
 - a. All monthly rent shall be due and payable in advance to Landlord or its agent on the first calendar day of each month. Rent shall be paid at the address for



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Landlord set forth above, or to such other address as Landlord designates with no less than 30 days prior notice to Tenant. Rent received after the 5th calendar day of the month in which it is due shall be subject to a late charge of \$10.00 for each day it is late.

5. Security Deposit: The Tenant shall make a security deposit of one month's rent upon signing this Lease. The security deposit shall be held as security for Tenant's performance of its obligations under this Lease. If Tenant defaults with respect to any of its obligations under this Lease, including but not limited to payment of rent, Landlord may, but shall not be required to, use, apply, or retain the whole or any part of the security deposit for the payment of any rent in default or for any other sum which Landlord may rightfully expend or be required to expend by reason of Tenant's default, including any damages or deficiency in the re-letting of the Demised Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord. If Tenant fully and faithfully complies with all of its obligations under this Lease, the security deposit, or any balance remaining in the security deposit, shall be returned to Tenant within thirty days after the latter of the expiration of this Lease, or, except as might otherwise be agreed to pursuant to the provisions of this Lease, the removal by Tenant of its personal property, and the surrender of the Demised Premises to Landlord. If Landlord uses the security deposit to cure any default by Tenant, Tenant shall restore the security deposit to its original amount within fifteen days after receiving written notice from Landlord of the amount used to cure the default (with accompany receipts or other documentation, as appropriate).
6. Use: The Demised Premises are to be used solely as a retail store and related administrative/office uses. The sale of food and/or alcoholic beverages on or from the Demised Premises without the written permission of the Landlord is expressly prohibited, excepting however the Tenant may sell non-perishable food items such as coffee, maple syrup, and other similar artisan products for consumption off the Demised Premises without the prior permission of Landlord.
7. Condition: Landlord agrees to deliver the Demised Premises and the Tenant agrees to accept the Demised Premises, provided it is in a functional and code compliant condition on the date of delivery. Landlord shall deliver the Demised Premises to Tenant on the first day of the term with the improvements identified in Section 8(a) substantially completed, subject to routine punchlist items that will be completed in a reasonable and mutually agreeable time period. Other than Landlord improvements identified in Section 8(a) the Tenant accepts Demised Premises "as is" and agrees to keep and maintain such in clean and working condition and return all to at least such condition upon the termination of this Lease, reasonable wear and tear excepted.



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- a. Tenant may not alter the cabinetry in the Demised Premises which are part of a Historic Preservation Agreement with the Maine Historical Preservation Commission.
8. Improvements: Tenant shall have the right to make improvements to the Demised Premises, provided Landlord first approves such improvements in writing. All exterior improvements must conform to Historic Preservation requirements as set forth by the U. S. Department of Interior. Tenant shall be responsible for the full cost of Tenant's submitted improvements to the Demised Premises, including the cost of removal of such improvements—as well as related damages, if any—not later than at the termination of this Lease. Tenant understands that Landlord is engaged in restoration of the Demised Premises, which may include work to Premises that could have negative impact on Tenant's business during the construction phase as a result of staging and safety precautions around the Demised Premises. Landlord agrees to take commercially reasonable efforts to minimize any disruption to Tenant's activities at the Demised Premises during normal business hours.
- a. Landlord agrees to make the following improvements at the Landlord's expense:
 - 1) All improvements as set forth on the attached floor plan and made a part of this lease which includes an ADA compliant restroom.
 - 2) Creation of a new rear entry which will provide an area Tenant may use for storage or break room, until such time as the Landlord makes further improvements to the Building that will result in this area becoming a second means of egress into the Building.
 - 3) In addition to the 1,334 square feet included in the Demised Premises, Landlord agrees to provide 150 sf of storage with Tenant assuming all risk of loss to any items stored there by Tenant.
 - 4) Replace the flooring with a color and style selected by Tenant, but Landlord's responsibility to flooring will not exceed an installed price of \$4,000. Tenant shall be responsible for any amounts above \$4,000. Landlord shall advise Tenant as soon as practicable after Landlord becomes aware that the flooring installation may exceed \$4,000.
 - 5) Remove the existing overhead lighting and install lighting provided by Tenant.
 - 6) Replace the existing cabinet light bulbs with linear or regular LED bulbs.
 - 7) Landlord will inspect and as much as possible adjust all of the cabinetry counterweights to make them operational.
 - 8) Install outlets as practical along the walls, but in no fewer locations than required for Tenant's business operations.



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- 9) Tenant has requested that floor outlets be installed which Landlord will do at Tenant's expense on a time and material basis. Landlord will provide an estimate to Tenant prior to commencing the installation.
- 10) Paint the ceilings white and the walls dove white.
- 11) Tenant has requested the interior of the cabinetry be painted white. The Landlord will obtain a quote for this work from its painter. Any cost for this is Tenant's responsibility.
- 12) Landlord will inspect all of the windows and trim and insure that they are free of any leaks and will paint the window trim.

b. Tenant agrees to be responsible for the following:

- 1) The cost of any data drop or internet connections installed at the Demised Premises.
 - 2) The cost of the installation of any floor electric receptacles.
 - 3) The cost of painting the interior of the cabinetry.
9. Utilities: Tenant agrees to place in its name and pay as they become due all charges for electricity that are provided to the Demised Premises and used exclusively by the Tenant. Tenant shall be responsible for its own cleaning and trash removal. Trash will be placed in 96 gallon totes in the rear alley. Tenant will provide the totes at its own expense.
- a. The prior tenant of the Demised Premises has conveyed to Landlord all right title and interest to the security system installed by Cunningham Security. Landlord makes no representation that this system is operable. Tenant may use this system provided Tenant accepts all responsibility for the monthly charges and any upkeep or repairs.
10. Heat, Water & Sewer: Heat, Water and Sewer services are the responsibility and expense of Landlord.
11. Repairs and Maintenance: Tenant shall make all repairs and replacements made necessary as a result of negligence, use, or misuse by Tenant and Tenant's invitees and all interior nonstructural repairs and replacements necessary to keep and maintain the Demised Premises in good order. Tenant shall permit Landlord reasonable access, with reasonable advance notice (no less than 24 hours, other than in emergencies), to the Demised Premises for the purposes of maintenance. Tenant covenants at all times to keep the entry way in front of the Demised Premises clean and reasonably free of debris including cigarette butts, discarded packaging material, and snow and ice removal to the reasonable satisfaction of Landlord. Landlord and Tenant acknowledge that sidewalk maintenance and snow removal are performed by the City of Portland.



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Landlord shall be responsible to pay for structural, heating, electrical and other commonly identified infrastructure repairs, excepting those repairs caused by the negligence of Tenant. Landlord agrees to reasonably address such structural maintenance responsibilities or any other repairs within forty-eight business hours (two business days) of receiving written notification from Tenant, except that during the months of November through and including March, Landlord shall address repairs to the heating and electrical systems within 24 hours.

12. Insurance Requirements: Tenant agrees to carry and maintain throughout the duration of this Lease public liability and property damage insurance written on a Comprehensive policy form on the Demised Premises in the sum of Two Million Dollars (\$2,000,000.00) Aggregate and One Million Dollars (\$1,000,000) per occurrence. Such policy shall name Landlord as a named insured on such policies. Endorsements and/or Certificates of insurance showing such coverage and naming Landlord as an additional insured shall be forwarded to the Landlord within 30 days of the commencement of this Lease. All of said policies shall contain a clause requiring the insurer to give Landlord not less than twenty (20) days written notice prior to cancellation. Tenant agrees that the above stated limits of coverage are minimum limits, and that Tenant shall provide such insurance as set forth above, with limits that are adequate to satisfy the underlying limits of Landlord's umbrella policies, if any. Failure to comply with these requirements shall, at Landlord's option, be grounds for immediate termination of this Lease if Tenant does not obtain the required insurance within one business day of being notified of Tenant's non-compliance. Tenant's insurance may be provided as part of an umbrella policy, so long as the minimum coverage levels are satisfied.

a. In the event that Tenant's use of the Demised Premises causes an increase in Landlord's insurance premiums due to improper maintenance, operation of the Demised Premises or through type of business, then Tenant agrees to pay its proportionate share of such increase caused by such activities.

13. Waiver of Subrogation: Landlord and Tenant each hereby waive all claims, causes of action and rights of recovery against the other, and their respective destruction of property or business, including but not limited to Landlord's and/or Tenant's improvements, which shall occur on or about the Demised Premises and shall result from any of the perils insured under any and all policies of insurance maintained by Landlord and Tenant, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance. Each party agrees that their fire and extended coverage insurance policies will include such a clause so long as the same is obtainable and is includible without extra cost, or if extra cost is chargeable therefore, each party will advise the other thereof and of the amount thereof. Each party, at its option, may pay the same, but shall not be obligated to do so.



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14A. Taxes: Responsibility of Landlord.

14B. Indemnity: Tenant, at Tenant's expense, shall defend (with counsel satisfactory to Landlord), indemnify and hold Landlord harmless from and against any cost, claim, action, liability or damage of any kind arising from (i) Tenant's or Tenant's customers', guests', or invitees' use and occupancy of the Demised Premises, or any activity done or permitted by Tenant, in, on or about the Demised Premises or the Building, (ii) any breach or default by Tenant of its obligations under this Lease, or (iii) any negligent, tortious or illegal act or omission of Tenant, its customers, guests, or invitees. The obligations of Tenant under this paragraph shall survive the expiration or termination of this Lease. Nothing in this Section shall relieve Landlord from, or require Tenant to indemnify Landlord against, liability for damages to property or injury to person caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

15. Subordination: This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the Entire Premises or any part thereof, except the Tenant's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, each or all of such mortgages shall contain a provision to the effect that so long as the Tenant is not in default under this Lease, or any renewal thereof, no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of the Tenant under this Lease. Such subordination shall be automatic, provided that Tenant receives the non-disturbance agreement referred to herein without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee, Tenant agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Tenant, and Tenant hereby irrevocably constitutes Landlord its attorney-in fact for such purpose. Any subordination agreement must contain non-disturbance provisions as set forth above, and if not incorporated into the mortgage, the mortgagee and Tenant shall execute a customary subordination and non-disturbance agreement.

16. Operation of Premises:

- a. The Building is included on the National Park Services list of historic properties and is also located in the Congress Street Historic District. Tenant accepts that all proposed modifications to the exterior of its Demised Premises -- including exterior signage -- are subject to review and preapproval from the City of Portland, and potentially, the State of Maine



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- and National Park Service. Tenant agrees not to make any changes to exterior of the Demised Premises without written permission of Landlord along with that of all appropriate regulatory persons and agencies.
- b. The Tenant further covenants and agrees with Landlord that it will keep all the glass on the Demised Premises whole and in good condition with glass of the same quality as that broken, vandalized, or injured; and will restore to the same condition as delivered to Tenant and maintain—at Tenant's cost—the Demised Premises in good order and repair, reasonable use and wearing thereof, fire and other unavoidable casualty excepted; except as provided herein, that it will save Landlord harmless from all loss or damage occasioned by the use or misuse of water fixtures, plumbing drains and gas fixtures (except such as is caused by the Landlord or anyone acting on behalf or under the direction of Landlord).
 - c. Tenant agrees not to injure, overload, deface or otherwise harm the Demised Premises; nor commit any unreasonable nuisance; nor permit the emission of any objectionable noise in violation of any applicable law, rules, ordinance, or regulation; nor burn any trash or refuse within the Entire Premises; nor make any use of the Demised Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance (Tenant to pay the cost of any such increased insurance premium); nor conduct any auction, fire, "going-out-of-business" or bankruptcy sales without the prior consent of Landlord; nor do any act tending to materially injure the reputation of the Entire Premises; nor use any advertising medium that may constitute an unreasonable nuisance, such as loudspeakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Building to an extent that would be unreasonable; nor sell or display merchandise on, or store or dispose of trash or refuse on, or solicit in or otherwise obstruct the driveways, walks, parking areas and other areas of the Entire Premises, other than the doors and windows of the Demised Premises, and other than any placards or signs allowed by the building and land use codes of the City of Portland. Tenant agrees to reasonably address complaints, if any, of excessive and offensive odor or noise emanating from said Demised Premises.
 - d. Tenant agrees not to permit the emission of any noise or odor that shall be reasonably offensive to other tenants in the Building; nor make, allow or suffer any waste other than as is customary for retail operations; nor to dump, flush, or in any way introduce any hazardous material or oil into the septic, sewage or other waste disposal system serving the Demised Premises in violation of any law; nor to generate, store, use or dispose of hazardous material or oil in or on the Demised Premises in violation of any law, or dispose of hazardous material or oil from the Demised Premises to any other location in violation of any law, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of official notice pursuant to applicable law, without the prior written consent of



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Landlord and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity. "Hazardous material and oil" as used in this Section, shall have the same meanings as defined and used in Maine General Laws, Chapter 21E, as the same may be amended from time to time. Tenant guarantees that all commercial kitchen drains will flow through a grease trap, which shall be properly maintained at all times. Tenant will not allow mop water or other oily or gritty substances into Landlord's sewer except through sinks that are connected to a functioning grease trap.

17. Yielding Up: Tenant further agrees that it will quit and deliver up the Demised Premises to the Landlord or its representatives clean and in good repair, reasonable use and wearing thereof and damage by fire or other unavoidable casualties and Landlord's acts excepted, peaceably and quietly at the end of said term or extensions hereof, free and clear of all Tenant's personal property and equipment; that it will not suffer to be made any major alterations to the Demised Premises without the written consent of the Landlord; that it will not make or suffer any waste, or any unlawful, improper, noisy or offensive use of the Demised Premises in violation of this Lease.

18. Assignment and Subletting: Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Demised Premises, nor license concessions or lease departments therein, nor pledge or secure by mortgage or other instruments this Lease, without first obtaining the written consent of Landlord. Under no circumstances, however, and notwithstanding any language contained in this clause, is Landlord required to consent to an assignment or subletting where the use is other than for the purposes specified in clause 4 of this Lease. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings; (iii) the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without specific assignment of Lease; or (iv) the change in control in a partnership. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting and shall not release Tenant from liability for the failure of performance of the terms of this Lease. Should a transfer of ownership of Entire Premises occur, Landlord may assign this Lease to a new owner upon giving proper notice to Tenant, who and which will release Maine Charitable Mechanic Association from all Landlord liabilities and claims related to this lease that shall occur after such date. Notwithstanding anything to the contrary in this Lease, Tenant may make a collateral assignment of this Lease to any lenders or financiers of Tenant for the purposes of securing business or operating loans, lines of credit, or other financing, provided that in no event shall Tenant allow or cause any liens or



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other encumbrances to attach to the Demised Premises on account of such collateral assignment.

19. Fire and Other Casualty: In the event the Demised Premises or any part thereof or the Building of which it is a part during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the continued conduct of Tenant's business as it exists immediately prior to such damage or destruction or for any other lawful purpose, then, and in such case the rent payable under this Lease shall be suspended or abated on a pro-rata basis by square foot, until the Demised Premises shall have been put in proper condition for Tenant's use and occupation by the Landlord at its cost and expense. If the damage to the Demised Premises is of a nature or in a location that materially impairs or prevents the conduct of Tenant's business (such as damage that renders public access to the Demised Premises impossible, unsafe, or unlawful), then the rent shall abate entirely until the repairs are completed. It is agreed that if any such repairs cannot be completed within ninety (90) days from the date of the damage, both parties shall have the option to terminate the Lease. In the event that the destruction of the Demised Premises or the Building of which it is a part shall be a total loss then the estate hereby created may be terminated at the option of either party. If this Lease is not terminated for any of the above reasons, then the Landlord shall diligently commence making the necessary repairs so that the Tenant may once again use and enjoy the Demised Premises. Rent shall commence upon a new occupancy permit being issued.

20. Notices: All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, hand delivery or by a recognized courier service requiring the signature of the person to whom the notice is delivered. If to the Landlord, at 519 Congress St, Portland, Maine 04101 and, if to Tenant, at the Demised Premises or at such other place(s) as either party may later designate in writing to the other. Notices from Tenant to Landlord regarding necessary repair or maintenance items may be made by email at: teb@mainemechanics.org or such other email address Landlord provides to Tenant._____.

21. Defaults: Landlord may terminate this lease: (i) if rent or additional rent is not paid within fifteen (15) days of when due; or (ii) if Tenant shall have failed to cure a default in the performance of any covenant of this Lease (except the payment of rent), or any rule or regulation hereinafter set forth, within thirty (30) days after written notice thereof from Landlord, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said thirty (30) days, or shall not complete the curing of such default with due diligence; or (iii) if a petition in bankruptcy shall be filed by or against Tenant and is not discharged within 30 days after such filing, or if Tenant shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (iv) if a receiver or trustee is appointed for any portion of Tenant's property and such appointment is not vacated within twenty (20) days; or



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(v) if an execution or attachment shall be issued under which the Demised Premises shall be taken or occupied by anyone other than Tenant; or (vi) if the Demised Premises become and remain vacant or deserted for a period of twenty (20) consecutive business days, other than during times of repair following a fire or other casualty; or (vii) if the Demised Premises are used for some purpose other than the authorized use; or (viii) if this lease is assigned without the written consent of Landlord; or (ix) if Tenant shall fail to move into or take possession of the Demised Premises within thirty (30) days after commencement of the term of this Lease (subject to Landlord completing the improvements required under Section 8(a)). Notwithstanding all of the above, if Tenant has not been in default of any provision of this Lease within the previous twelve months, then Tenant may have thirty days to cure such default, providing Tenant diligently addresses such default and agrees to indemnify all parties affected as a result of such Tenant default(s).

In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law and Landlord elects not to terminate this Lease under clause 21, the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

That assignee has sufficient capital to pay the rental and other charges due under the Lease for the entire term; and (ii) That such assignment and assumption by the assignee will not substantially disrupt or impair any existing Tenant mix in the Entire Premises. If Landlord shall re-enter the Demised Premises on the default of Tenant, by summary proceedings or otherwise: (i) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the net amount of any rents collected by Landlord for the remaining term of this Lease, through any re-letting. Such deficiency shall become due and payable monthly, as it is determined. Landlord may deduct all expenses incurred in obtaining possession or re-letting the premises, including legal expenses, reasonable attorneys' fees, brokerage fees, the reasonable cost of restoring the premises to good order, and the reasonable and customary cost of all alterations and decoration deemed necessary by Landlord to effect re-letting. (ii) Landlord shall recover as liquidated damages, in addition to accrued rent and other charges, if Landlord's re-entry is the result of Tenant's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by an act relating to bankruptcy, insolvency or reorganization. (iii) If Landlord reenters the Demised Premises for any cause allowed under this Lease, or if Tenant abandons or vacates the Demised Premises, any property left therein by Tenant shall be deemed to have been abandoned by Tenant if not claimed and removed within 20 days following the day Tenant abandoned or vacated the Demised Premises, and Landlord shall have the right to retain or dispose of such property in any manner without any obligation to account therefore to Tenant. In addition to the above, Tenant shall be liable for the payment of all reasonable costs of collection of rent as well as to enforce Tenant's covenants hereunder, which shall include reasonable attorney's fees.



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If Landlord defaults in the performance of any obligation under this Lease, and such default remains uncured for thirty (30) days after written notice from Tenant (other than defaults in responding to maintenance requests described in Section 11, for which no additional notice shall be required), then Tenant shall have the right to cure the default on behalf of Landlord and deduct the reasonable costs of such cure from the next installments of rent until fully paid. If (i) Tenant undertakes such cure more than three times in any one-year period, or (ii) the nature of the uncured default is such that Tenant could not undertake a cure of the default for less than an amount equal to three months' rent, then in either event Tenant may terminate this Lease on thirty (30) days written notice to Landlord.

22. Compliance with Laws: Tenant further agrees to comply with all laws of the United States, State of Maine, all ordinances of the City of Portland and all lawful orders of the City Council of Portland respecting the use of the Demised Premises, and all regulations of the Fire Underwriters.
23. Quiet Enjoyment: Landlord covenants and agrees with the Tenant that upon Tenant paying said rent and performing all the covenants and conditions aforesaid on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised for the term aforesaid. It is understood however, that Landlord's liabilities under this clause shall be only for the period during which it shall be the owner of the Entire Premises.
24. Signs: The Tenant shall have the privilege, subject to the prior approval of the Landlord, of placing in the Demised Premises such signs as it deems necessary and proper in the conduct of its business, including one exterior sign that may be attached to the Demised Premises, provided the Tenant first obtains regulatory permission from the City of Portland and pays all permit and license fees that may be required to be paid for the erection and maintenance of any and all such signs, such signs do not damage the building ,and provided such signs are legally permitted to be installed. Interior signage shall be limited to front window and Tenant's own entry door, and to that which directly promotes Tenant's business. Tenant shall not allow placement in window of flyers unrelated to its business. Tenant is not allowed to place signage in lobby, against areas of the Entire Premises not part of the Demised Premises, or in other windows. The Tenant agrees to exonerate, save harmless, protect and indemnify the Landlord from and against any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which the Tenant is required to furnish hereunder. Landlord retains the right to require Tenant to conform the design and style of its sign to Landlord's designated signage design criteria. Unless otherwise agreed, Tenant shall remove, at its expense, all of its exterior signage promptly upon termination of Tenancy and shall also return any areas affected by Tenant's signage to the same condition as before the signs were installed. All Tenant-initiated fasteners will be removed and



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holes will be properly filled and repainted in accordance with the building's then-current exterior.

25. Landlord's Entry: Landlord and its representatives shall have the right (but not the obligation) to enter into and upon the Demised Premises or any part thereof at all reasonable hours and upon 24-hours prior notice (except in cases of emergency) for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this Lease applicable to repairs or alterations, and Landlord agrees that except for emergencies, Landlord will give Tenant five (5) days notice before making any major repairs upon the Demised Premises. Tenant affirmatively covenants to make all repairs and replacements to the Demised Premises during the term of this Lease as set forth in clause 11 herein. In the event that Tenant fails to make such repairs and replacements, and Landlord elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Tenant to Landlord, upon demand, as additional rental hereunder. During any entry onto the Demised Premises, Landlord shall make commercially reasonable efforts not to disturb the business operations of Tenant.
26. Severability: If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
27. Notice of Lease: The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement removing such short form of lease from record. If Tenant fails to execute such agreement within said thirty (30) day period or fails to notify Landlord within said thirty (30) day period of its reason for refusing to execute such agreement, Landlord is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease. The parties agree that this Lease shall not be recorded.
28. Broker's Commission: Each of the parties represents and warrants that there are no claims for brokerage and/or finders' fees in connection with the execution of this Lease. Tenant and Landlord each agree to indemnify the other against, and hold it harmless from, all liability arising from any claim from any broker, including, without limitation, the cost of counsel fees in connection therewith.



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29. No Discrimination: It is intended that the Entire Premises shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Entire Premises without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, Tenant shall not discriminate in the conduct and operation of its business in the Demised Premises against any person or group of persons because of the race, creed, color, sex age, national origin or ancestry of such person or group of persons. Notwithstanding the foregoing, Tenant will enforce a no smoking policy in Premises at all times.
30. No Option: The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease shall become effective only upon execution and delivery thereof by both parties.
31. Corporate Tenants: The person(s) executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in the state in which the premises are located; all Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the Board of Directors of such corporation to execute and deliver this Lease on behalf of the corporation.
32. Waiver of Jury Trial: Landlord and Tenant hereby mutually waive any and all rights, which either may have to request a jury trial in any proceeding in law or in equity in any court of competent jurisdiction.
33. No Representations: It is understood and agreed that neither Landlord nor any of Landlord's agents has made any representations, warranties or promises, express or implied, with respect to the Demised Premises, including, without limitation, any representation or warranty as to merchantability or fitness for use. Tenant represents and agrees: (i) that it has had ample and full opportunity to inspect the Demised Premises prior to the execution of this Lease; and (ii) that the execution of this Lease by Tenant shall be conclusive evidence as against Tenant that the Demised Premises are in condition satisfactory to Tenant as of the date of execution hereof and that Tenant accepts same "as is", subject to the completion of the Landlord improvements set forth in Section 8(a).
34. Holding Over: In the event Tenant shall fail to vacate, surrender and quit the Demised Premises on or before the termination date of this Lease, or such earlier date as the parties hereto may agree upon in writing--including Tenant's failure to provide timely written notice of its intent to exercise its Option to extend this lease--Landlord, at its option, shall be entitled to treat Tenant's unauthorized holding over as a tenancy at sufferance or as a tenancy from month to month, and Tenant by the execution of this Lease, shall be deemed to have given notice to Landlord of its



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intention to vacate, surrender and quit the Demised Premises as of the termination date or such earlier date as the parties hereto may have agreed upon in Writing, and Tenant agrees that so long as Tenant continues in possession of the Demised Premises, Tenant shall be liable for and pay one and one-half (1 1/2) times the most recent rent in effect and additional rent and all other charges that Tenant would otherwise have been liable to pay in the event that Landlord had agreed to extend the lease term on a month to month basis. Nothing contained herein shall be construed as consent on the part of Landlord to Tenant holding over in possession after the termination date, and Landlord shall be entitled to exercise all of the rights and remedies herein provided for or at law or in equity. In addition, should Tenant hold over in possession after the termination date or earlier date as the parties hereto may agree upon in writing, Tenant shall be liable for all consequential damages that Landlord may suffer as a result of such unauthorized holding over. Tenant's covenants as contained in this clause shall survive the termination date or earlier termination of the lease term.

35. Arbitration: Tenant waives any and all right to request a jury trial in any proceeding in law or in equity in any court of competent jurisdiction. Landlord and Tenant both agree to solve any disputes by first participating in non-binding mediation with a mutually agreeable mediator. If the dispute cannot be resolved by the mediator after good faith efforts by Landlord and Tenant, then Landlord and Tenant agree to submit such dispute to arbitration with a mutually appointed Arbitrator, for which the non-prevailing party shall pay all costs and attorney's fees.

36. Miscellaneous: The parties further expressly agree as follows:

- a. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Landlord and Tenant, their successors and assigns, except as otherwise provided herein.
- b. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
- c. The acts or omissions of the servants and agents of Tenant, and of all persons who are upon the Demised Premises as customers, guests, or invitees of Tenant (other than Landlord and anyone acting on behalf or under the direction of Landlord) during the term, or any extensions hereof, shall be construed to be the acts or omissions of Tenant.
- d. Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.
- e. This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Demised Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.



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- f. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant, unless same has been reduced to writing and executed by Landlord and Tenant.
- g. This Lease is executed under and pursuant to the laws of the State of Maine.
- h. No rights are to be conferred upon the Tenant until the Landlord has executed this Lease and an executed copy of the Lease has been delivered to the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Indenture of Lease under seal the day and year above first written.

Maine Charitable Mechanic Association

Witness

By Pamela Plumb, President

Maine Crafts Association

Witness

By _____
Duly Authorized