



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

Signage /Awning Permit Application

Building Information:

Exterior Length of façade of tenant space (ft):	<u>6'10"</u>	Height of exterior façade (ft):	<u>3'3"</u>
Lot frontage on street (ft):	<u>19'4"</u>	This is a (select one):	<input checked="" type="radio"/> Single Tenant Lot <input type="radio"/> Multi-Tenant Lot
		If multi-tenant, this is a (select one):	<input type="radio"/> Ground floor unit <input type="radio"/> Upper story unit
Current specific use:	<u>Portland Pirates sign</u>		
Proposed use:	<u>Maine Mariners sign</u>		

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)			
Awning	Y - Mariners logo and "Mariners Hockey"	N	6'10"L x 19'4"W x 3'3"H	11'3"	

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: Adam Goldberg  Date: 7/24/2018

This is a legal document and your electronic signature is considered a legal signature per Maine state law.



LEASE AGREEMENT

Permitting and Inspections Department
Approved with Conditions

08/28/2018

This Lease is made as of the 15th day of April, 2018, by and between PORTLAND HOCKEY, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 94 Free Street, Portland Maine (hereinafter referred to as "Tenant"), and CITY OF PORTLAND, a Maine Municipality having its principal place of business at 389 Congress St., Portland, Maine (hereinafter sometimes referred to as "Landlord" and sometimes as "City").

WHEREAS, the Tenant owns an East Coast Hockey League team, which leases use of the Cross Insurance Arena for practices, games and other team-related activities under a Hockey Lease Agreement dated June 13, 2017 ("Hockey Lease") between Tenant and Cross Insurance Arena (A.K.A. Cumberland County Civic Center) of Portland, Maine; and

WHEREAS, Tenant is in need of office space; and

WHEREAS, Landlord owns real property located at 94 Free Street, Portland, Maine, which is a portion of the Spring Street Building/Garage described below (said portion hereinafter referred to as "Premises"), and desires to lease said Premises to Tenant upon certain terms and conditions set forth herein; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises.

Landlord does hereby lease, demise and let unto Tenant certain portions of the City Building/Garage at 94 Free Street in Portland, Maine, namely the 2,415+/- sq. ft. office space on the first floor of said Garage generally depicted on the diagram attached hereto as Exhibit A, incorporated herein by reference, subject to the conditions and covenants hereinafter provided. Tenant agrees to accept the Demised Premises in "as is" condition without representation or warranty by Landlord as to its condition or fitness for a particular purpose.

2. Term.

a. The term of this Lease shall commence April 1, 2018, (the "Commencement Date") and thereafter shall run concurrent with the term of the Hockey Lease such that, subject to the early termination rights set forth



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herein, this Agreement shall expire upon expiration or termination of the Hockey Lease.

- b. Any holding over by Tenant at the expiration or earlier termination of this Lease or any extension thereof shall not constitute a renewal of the Lease, but at Landlord's election such holding over shall result in a tenancy-at-will from month to month at the same rent in effect at the expiration of the Lease.

3. Rent.

- a. For the first three years of the lease, the Tenant shall pay to the Landlord as Annual Rent hereunder the sum of Four Thousand Eight Hundred Thirty Dollars NNN (\$4,830).
- b. If the term of the lease is still in effect, the rent for years 4-15 shall be as set forth in the schedule below:
 - i. Years 4-7: \$12,075 annually;
 - ii. Years 8-11: \$14,490 annually;
 - iii. Years 12-15: \$19,320 annually.
- c. This annual rent shall be paid in advance on or before the 1st of each month in twelve (12) monthly installments, and prorated for the fraction of any month.

4. Parking

No parking is included in this Lease. If Tenant's employees desire to park in the Spring Street Parking Garage, or any other City parking facility, they shall be responsible for paying the applicable market rate for all such parking, subject to any other agreements reached between the parties.

5. Obligations of Landlord.

The Landlord shall provide, at Landlord's expense the following services:

- a. Maintenance and repair of the roof, exterior walls and structure of the building of which the Premises are a part, reasonable wear and tear, damage by fire and other casualty only excepted. Provided, however, that if such maintenance or repair is made necessary by fault or neglect of the Tenant or the employees, contractors, agents or invitees of Tenant, such maintenance or repair shall be at the expense of the Tenant and Tenant shall pay all costs therefor.



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- b. Maintenance of any Building common areas and any exterior Building grounds and all walkways, including snow and ice removal from the Municipal Parking Garage.
- c. If, during the term of the Lease, it becomes necessary to replace the HVAC system existing in the Premises at the commencement of this Lease, Tenant may do so in its discretion, and, if Tenant decides to do so, Landlord shall contribute the lesser of (1) 50% of documented expenses for a replacement HVAC system or (2) \$5,000.00.
- d. Except as specifically set forth herein, Landlord shall have no obligation to maintain, repair, or replace any aspect of the Premises.

6. Obligations of Tenant.

The Tenant, at the Tenant's sole expense shall:

- a. Determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the Premises for Tenant use.
- b. Subject to Landlord's obligations above, provide all HVAC Mechanical Equipment and Fit-up Improvements and be responsible for the cost of any modifications to existing mechanical equipment to serve the Premises along with any fit-up improvements.
- c. Submit any and all intended modifications to the Premises to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.
- d. Maintain and keep in good repair (normal wear and tear and damage by fire and other casualty excepted) all aspects of the Premises, including windows and doors, air conditioning/heating system, plumbing, electrical and communication lines, as well any portions of such utility systems used exclusively for the Premises and located in the Building/Garage but outside the Premises. Casualty damage to windows and doors shall be the responsibility of the Tenant.
- f. Properly bag and remove all trash and garbage.
- g. Provide and be responsible for all cleaning and janitorial services within the Premises (only), including the cleaning of exterior windows for the Premises.



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- h. Pay and be responsible for all costs associated with utilities pertaining to the Premises including but not limited to all expenses relating to its use of telephone/communication services, internet, electricity, gas, heat, cooling, water and sewer and any submeters required for those utilities.
- i. Replace rugs and repaint the Premises if and when it chooses in its sole discretion.
- j. Tenant shall make no improvements to Premises without prior written approval of Landlord.

7. Use of Premises.

During the term of this Lease, the Premises may be used by Tenant for office and retail space and for no other purposes. Tenant must at all times comply with all applicable federal, state, and local laws, ordinances, codes, regulations and other requirements in its use of the Premises.

8. Assignment/Subletting.

Tenant shall not be permitted to assign this lease or sublet space without the express written consent of Landlord.

9. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty not caused by the Tenant's use of the Premises, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Landlord. Provided, however, in the event that restoration is not reasonably possible within ninety (90) days after the occurrence of such damage or destruction, then either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Tenant shall be responsible for covering the equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to Tenant's property, equipment and/or supplies while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant



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shall defend, indemnify and hold the Landlord harmless from any claim arising out of or relating to any damage, loss or casualty to its property, equipment and/or supplies while at the Premises. Any casualty insurance obtained by Tenant for its property, equipment or supplies at the Premises shall include a waiver of subrogation against the Landlord.

10. Return of Premises; Trade Fixtures.

Tenant, at the expiration of the Lease term or earlier termination of this Lease, shall peaceably yield up to Landlord the Premises including any renovations or leasehold improvements installed by Tenant during the term hereof, in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties excepted. Tenant shall have the right to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant.

11. Signage.

Tenant, at its sole expense, shall have the right to erect a sign on the Building provided it obtains all necessary permits and approvals. Final design and location of exterior signs shall be subject to Landlord's written approval, which approval shall not be unreasonably delayed or withheld, and shall be in accordance with all local and state governmental laws, ordinances, codes and regulations.

12. Insurance.

The Tenant will maintain at all times during its use and occupancy of the Premises adequate occurrence-based insurance coverage of not less than Two Million Dollars (\$2,000,000) per occurrence for commercial general liability including personal injury and property damage; workers compensation insurance in the amount required by Maine law, including a waiver of subrogation rights; and occurrence-based fire legal liability insurance in the minimum amount of Two Million Dollars (\$2,000,000). The minimum limit may be satisfied through the use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies.

The Tenant shall furnish the Landlord with certificates of insurance indicating compliance with this paragraph in a form satisfactory to Landlord. The certificates shall provide that the coverage may not be cancelled without thirty (30) days advance notice of cancellation to the Landlord, and the Landlord shall be named as an additional insured on all liability policies, but only to the extent caused by, or resulting from, the negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees and/or contractors. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent



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acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors. Tenant shall be responsible for any and all deductible and self-insured retentions under its policies. Tenant's policies shall be primary and any of Landlord's insurance policies shall be noncontributory.

13. Indemnity.

- a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation pertaining to hazardous substances, except to the extent that such claims are caused by a negligent act or omission of the Landlord, its officers, agents, servants or employees.

Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

Without limiting the foregoing, to the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the Premises or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.

- c. Covenant against liens: Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord,



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Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.

- d. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

14. Covenants of Landlord.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Lease, and that the Lease is signed by a duly authorized individual.

15. Default.

- a) The occurrence of any of the following shall be an event of default under this Lease (each, an "Event of Default"):
- i) Failure of Tenant to pay rent, or any other amount due hereunder, within 10 days after the due date for such payment.
 - ii) Failure of a Party to perform any obligations or comply with any terms or conditions under this Lease (other than a payment default described in subsection (i) above) and such failure continues for a period of fifteen (15) days from such Party's receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
 - iii) Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
- b) Upon a party's default and failure to cure, the other party shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease.
- c) Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of hereof. If this lease is terminated due to a Tenant uncured default, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination, as well as all Rent for the remainder of the term as and when it shall come due. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and



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demands, including reasonable attorneys' and consultants' fees, that are incurred by Landlord in enforcing the provisions of this Lease.

16. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant:

Portland Hockey, LLC
94 Free Street
Portland, ME 04101
Attn: General Manager

To Landlord:

City Manager
City of Portland
389 Congress Street
Portland, Maine 04101
cc: Parking Manager, same address
Corporation Counsel, same address.

17. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

18. Inspection and Entry.

The Landlord and/or its agents, may, with reasonable notice, enter to view, show and make any repairs or inspection of the Premises. The Landlord shall have the right of immediate entry without notice in the event of any emergency or if the Tenant fails to pay rent, commits waste, or otherwise fails to comply with terms and conditions hereof.

19. Entire Agreement.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, warranties, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.



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20. Severability.

Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

21. Successors Bound.

The terms, covenants and agreements herein contained shall be for the benefit of and be obligatory upon the heirs, successors and assigns of the respective parties hereto.

22. Termination For Convenience.

Either party may terminate this Lease on one hundred eighty (180) days' written notice to the other. Upon the effective date of such notice, the Lease shall be terminated with no further obligations hereunder.

23. Governing Law; jurisdiction.

This Lease shall be governed by and construed in accordance with the laws of the State of Maine. All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of Cumberland County, State of Maine.

24. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

25. Counterparts.

This Agreement may be signed in any number of counterparts, which, together, shall represent a fully executed original as if signed by both Parties.

26. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any



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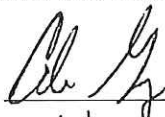
succeeding or other breach hereunder. Nothing in this Agreement constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Landlord, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and nothing in this Agreement shall constitute a waiver of other privileges or immunities that may be available to the Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

PORTLAND HOCKEY, LLC



By: 

Name: Adam Goldberg

Its: VP Business Operations

CITY OF PORTLAND



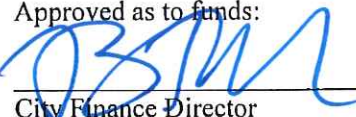
By: 

Jon P. Jennings
Its City Manager

Approved as to form:

Approved as to funds:



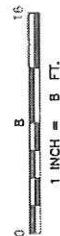
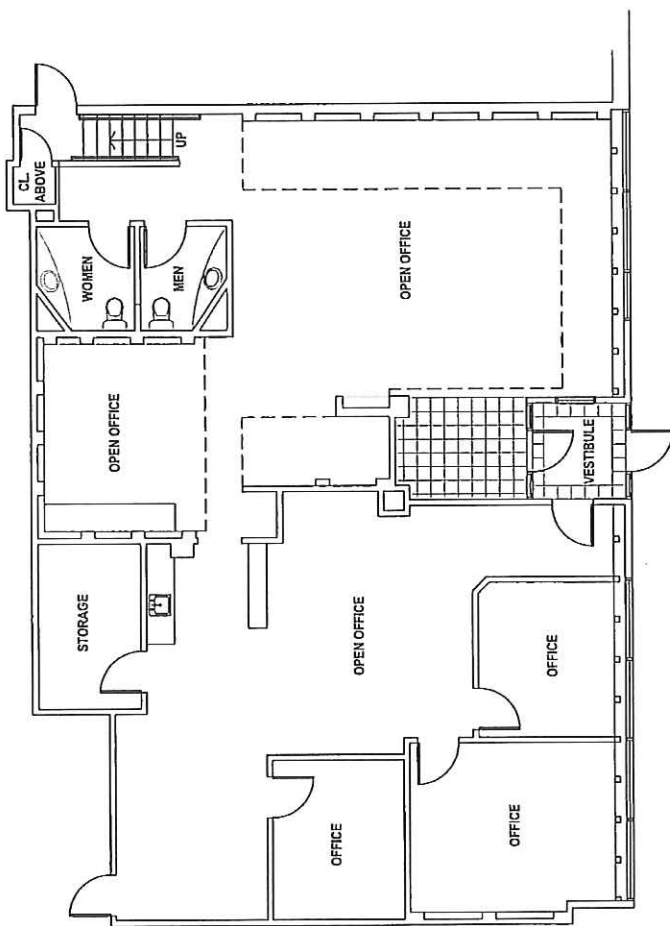


City Corporation Counsel's Office

City Finance Director



EXHIBIT A - DIAGRAM OF PREMISES



FREE STREET

02.01.2018

Permitting and Inspections Department
Approved with Conditions

08/28/2018

EXISTING CONDITIONS
94 FREE STREET - PORTLAND, ME

Project No.

Scale: 1/8" = 1'-0"
City Project No. 15031

CANAL STUDIO
5
1000 10th Ave S
Portland, ME 04101



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/05/2018Permitting and Inspections Department
Approved with Conditions

03/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: <i>Kimberly</i> PHONE (A/C. No. Ext): (215) 255-2000 FAX (A/C. No.): (215) 255-1893 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World National Assurance Company	10690	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Comcast Spectacor, LLC Portland Hockey, LLC 3601 South Broad Street Philadelphia PA 19148 USA															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570070372372 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PO/AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03067857	03/30/2017	03/30/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570070372372

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured under the policy provisions of the Umbrella Liability Policy.

CERTIFICATE HOLDER City of Portland 389 Congress St. Portland ME 04101 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



CERTIFICATE OF LIABILITY INSURANCE

Permitting and Inspections Department
Reviewed with Conditions
DATE (MM/DD/YYYY)
01/30/2018

08/28/2018

Holder Identifier :

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PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (AC. No, Ex): (215) 255-2000 FAX (AC. No.): (215) 255-1893	
	E-MAIL ADDRESS:	
INSURED Comcast Spectacor, LLC d.b.a Portland Hockey, LLC 3601 South Broad Street Philadelphia PA 19148 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Philadelphia Indemnity Insurance Company 18058	
	INSURER B: The Phoenix Insurance Company 25623	
	INSURER C: The Travelers Indemnity Co. 25658	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 570070103502 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1631419	03/30/2017	03/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2NU86E00609117 TRKUB6E00610917	03/30/2017 03/30/2017	03/30/2018 03/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Portland is included as an Additional Insured under the policy provisions of the Automobile Liability policy solely with respects to the Named Insured operations located at 94 Free Street, Portland, ME. A waiver of subrogation is granted in favor of the certificate holder in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of Portland
389 Congress St.
Portland ME 04101 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Certificate No : 570070103502



Permitting and Inspections Department
Approved with Conditions

08/28/2018

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1631419

Additional Insured

Blanket Additional Insureds as required
by agreement or lease

X

X

X, PA x-x

CA2001 - Commercial Automobile



Permitting and Inspections Department
Approved with Conditions

08/28/2018

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (TC2NUB-6E00609-1-17)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

DATE OF ISSUE: 04-25-17

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

NH616466

DATE (MM/DD/YYYY)
2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Permitting and Inspections Department
Approved with Conditions
08/28/2018

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - 800-990-7465 (CA DOI # 0G13561)
Safehold Special Risk, Inc.
230 Commerce Way, Suite 230
Portsmouth, NH 03801

CONTACT NAME: Lori Potter		FAX (A/C, No): 855-529-7684
PHONE (A/C, No, Ext): 603-570-5211		
E-MAIL ADDRESS: lori.potter@safehold.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	NOVA Casualty Company	42552
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Comcast Spectacor, LLC
Portland Hockey, LLC
3601 South Broad St.
Philadelphia, PA 19148

REVISION NUMBER: See below

COVERAGES

CERTIFICATE NUMBER: 12649215

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			WSE-CL-0010001-6	03/30/2017	03/30/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person)	\$ EXCLUDED
	<input type="checkbox"/> \$1,000,000 ea. cause/\$2,000,000 Agg						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ NONE
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS							PER STATUTE	OTHER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							E.I. EACH ACCIDENT	\$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.I. DISEASE - EA EMPLOYEE	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured solely as respects their interest in the named insured's lease of property located at 94 Free Street, Portland, ME. Coverage applies as required by written contract and per attached General Liability Extra Endorsement AGL01350408.

CERTIFICATE HOLDER

City of Portland
389 Congress St.
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate # 12644537 issued on 1/30/2018)



COMMERCIAL GENERAL LIABILITY

Permitting and Inspections Department

Approved with Conditions

08/28/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. EXTENDED PROPERTY DAMAGE

It is agreed that **SECTION I – COVERAGE A.**, paragraph 2. Exclusions a. Expected or Intended is deleted and replaced by the following:

a. Extended Property Damage

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. PROPERTY SOLD OR ABANDONED BY YOU

It is agreed that **SECTION I – COVERAGE A.** paragraph 2. Exclusion j.(2) is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. NON OWNED WATERCRAFT

It is agreed that **SECTION I – COVERAGE A.** paragraph 2. Exclusion g.(2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 52 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

4. DAMAGE TO PREMISES RENTED TO YOU

- a. It is agreed that **SECTION I – COVERAGE A.** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. does not apply to:

- (1) damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
(2) damage caused by a resident;

to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. It is agreed that paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage";

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and

- b. caused by a resident;
to premises, rented to you or temporarily occupied by you with the permission of the owner.



COMMERCIAL GENERAL LIABILITY

Permitting and Inspections Department

Approved with Conditions

08/28/2018

5. BROAD NAMED INSURED

It is agreed that **SECTION II - WHO IS AN INSURED** is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

6. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** apply only when the "occurrence", offense, claim, or "suit" is known to:

- a. You, if you are an individual;
 - b. A partner or member if you are a partnership or joint venture;
 - c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
 - d. A member or manager if you are a limited liability company; or
 - e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.
- Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

7. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

8. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. **Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

9. ADDITIONAL INSURED

a. LESSOR OF LEASED EQUIPMENT

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- ii. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.



COMMERCIAL GENERAL LIABILITY

Permitting and Inspections Department
Approved with Conditions

08/28/2018

b. MANAGERS OR LESSORS OF PREMISES

i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

ii. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

c. VENDORS

i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

ii. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

iii. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



COMMERCIAL GENERAL LIABILITY

Permitting and Inspections Department
Approved with Conditions

08/28/2018

d. OWNERS, LESSEES OR CONTRACTORS

- i. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part", by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- ii. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- (1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (a) currently in effect or becoming effective during the term of this policy; and
 - (b) executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- (2) This insurance provided to the additional insured by this endorsement applies as follows:
 - (a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - (b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.



COMMERCIAL GENERAL LIABILITY

Permitting and Inspections Department

Approved with Conditions

08/28/2018

- (3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
- (a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - (b) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" caused by the rendering of or failure to render any professional services.
 - (4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

10. EXTENDED DEFINITION OF "BODILY INJURY"

The definition of "bodily injury" in SECTION V – DEFINITIONS paragraph 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

11. EXTENDED DEFINITION OF "PERSONAL AND ADVERTISING INJURY"

The definition of "personal and advertising injury" in SECTION V – DEFINITIONS paragraph 14. is amended to include the additional offense of abuse of process.



CERTIFICATE OF FLAME RETARDANCE

Permitting and Inspections Department
Approved with Conditions

08/28/2018

ISSUED TO: MAINE BAY CANVAS INC.
53 INDUSTRIAL WAY
NUMBER: PORTLAND, ME 04103
62010

DATE: 7/26/18

THIS CERTIFICATE OF COMPLIANCE IS ISSUED TO VERIFY THAT THE ITEMS OR AREAS DESCRIBED BELOW ON THIS CERTIFICATE HAVE BEEN TREATED WITH FLAME COAT™.

FLAME COAT™ IS A CLASS A FIRE RETARDANT.

Description of Material, Structure, etc.

15	YARDS SUNBRELLA ERIN GREEN #4600-0000, TREATED W/ FLAMECOAT
	N.F.P.A. 701 SMALL SCALE, CLASS A. A.S.T.M.E-84, FLAME SPREAD:10 SMOKE DENSITY:25
	AFTER FLAME AVG:0.0 sec, CALIFORNIA TITLE 19 SECTION 1237, CALIFORNIA TB 117E

PERMANENT TREATMENT/WILL NOT WASH OFF, FOR INTERIOR & EXTERIOR USE

10-17-2011

ISSUED BY:



521-F Eagleton Downs Drive
Pineville, NC 28134
(704) 543-0903



*** This is a generic FR Cert. We will not have the actual certificate until we receive the fabric from American Flamecoat.

Director GA-1201.01
(General)

Note: Fabrics and/or materials described on this certificate are intended for interior use unless otherwise stated. Due to the number of external forces that can diminish flame retardancy, this fabric should be periodically retested to insure it retains its effectiveness. We do not warrant the length of time that the fabric remains fire retardant. We do state that when it leaves our facility, it meets the stated code. Certificate void if material is exposed to open flame or extremely hot lights or electrical wiring.



Permitting and Inspections Department

Approved with Conditions

08/28/2018



ME **MARINERS HOCKEY** **ME**

ME
MARINERS HOCKEY
MARINERSOFMAINE.COM
[@MARINERSOFMAINE](https://www.instagram.com/MARINERSOFMAINE)

PARK

NO STANDING
OR STOPPING
EXCEPT AS SHOWN

MUNICIPAL PARKING



CERTIFICATE OF LIABILITY INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Permitting and Inspections Department
Approved with Conditions
08/29/2018

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 800-990-7465 (CA DOI # 0G13561) Safehold Special Risk, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	CONTACT NAME: Lori Potter PHONE (A/C, No, Ext): 603.570.5211 FAX (A/C, No): 855-529-7684 E-MAIL ADDRESS: lori.potter@safehold.com														
INSURED Comcast Spectacor, LLC Portland Hockey, LLC 3601 South Broad St. Philadelphia, PA 19148	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: NOVA Casualty Company</td> <td style="text-align: center;">42552</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NOVA Casualty Company	42552	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NOVA Casualty Company	42552														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 13312120 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WSE-ML-10000026-00	03/30/2018	03/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured as required by written contract for the named insured's property located at 94 Free St., Portland, ME.

CERTIFICATE HOLDER

City of Portland
 Permit and Inspections Department
 389 Congress Street
 Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE