

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that BAYSIDE MAINE LLC – BOMB
DIGGITY ARTS

Located At 645 CONGRESS ST

CBL: 046- D-022-001

Job ID: 2012-03-3651-ALTCOMM

has permission to Renovate vacant 1st floor right side space to Art Studio/gallery/ Bomb Diggity Arts w/interior partitions provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

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

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

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD**

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-03-3651-ALTCOMM	Date Applied: 3/30/2012	CBL: 046- D-022-001	
Location of Construction: 645 CONGRESS ST (643)	Owner Name: BAYSIDE MAINE LLC	Owner Address: 477 CONGRESS ST STE 1012 PORTLAND, ME 04101	Phone:
Business Name: bomb diggity arts	Contractor Name: Momentum Inc. / Lindsay DeCspikes	Contractor Address: 1059 Meadow Rd., Casco ME 04015	Phone: (484) 947-8172
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: B-3
Past Use: Vacant – new space	Proposed Use: Art gallery & art studio for community arts program for adults with developmental disabilities – fit up space & establish use	Cost of Work: 3000.00	CEO District: R-2 Above
		Fire Dept: <input checked="" type="checkbox"/> Approved w/ conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: 3B DBL 2009
Proposed Project Description: Vacant to Art Studio/gallery/ Bomb Diggity Arts		Signature: <i>Bjornalef</i> (50)	Signature: <i>JMB</i> 4/13/12
Proposed Project Description: Pedestrian Activities District (P.A.D.)	Zoning Approval		

Permit Taken By: 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building Permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>Ok w/ conditions</i> <i>4/3/12 ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>Any exterior work requires a separate review & approval thru historic preservation.</i>
	CERTIFICATION		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

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

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

Close In Elec/Plmb/Frame prior to insulate or gyp

Certificate of Occupancy/Final Inspection

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

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



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-03-3651-ALTCOMM

Located At: 645 CONGRESS ST

CBL: 046- D-022-001

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

Fire

1. All construction shall comply with City Code Chapter 10.
2. This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.
3. Any Fire alarm or Sprinkler systems shall be reviewed by a licensed contractor(s) for code compliance. Compliance letters are required.
4. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model. This review does not include approval of fire alarm system design or installation.
5. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads. This review does not include approval of sprinkler system design or installation.
6. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
7. Any cutting and welding done will require a Hot Work Permit from Fire Department.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM E 814 or UL 1479, per IBC 2009 Section 713.
3. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.



General Building Permit Application

*1175
06/1*

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>643 Congress Street (645 Congress)</u>		
Total Square Footage of Proposed Structure/Area <u>2,110 sq. ft.</u>	Square Footage of Lot <u>1.72 acres</u>	Number of Stories <u>6</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>4b D 22</u>	Applicant * <u>must be owner, Lessee or Buyer*</u> Name <u>Momentum Inc., Dennis Street</u> Address <u>1059 Meadow Rd. Casco, ME</u> City, State & Zip <u>Casco, ME 04015</u>	Telephone: <u>207-627-2267</u> <u>207-712-7889</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Bayside Maine LLC</u> Address <u>477 Congress St.</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>2,500</u> C of O Fee: \$ <u>Paid by owner</u> Total Fee: \$ _____
Current legal use (i.e. single family) <u>Never established</u> Number of Residential Units <u>0</u> If vacant, what was the previous use? <u>Never established</u> Proposed Specific use: <u>Art studio/gallery for Community Supports Program Bomb Diggity Arts</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>Establishment of the use of the space for a community supports, arts based program that supports adults with developmental disabilities. There will be a small gallery space for artists to sell their work that will be open to the public. Project will include building walls for two offices (enclosed) and two half walls for gallery space.</u> Contractor's name: <u>Momentum Inc., Build out by Lessee</u> (see attached for building materials) Address: <u>1059 Meadow Rd.</u> City, State & Zip <u>Casco, ME 04015</u> Telephone: _____ Who should we contact when the permit is ready: <u>Ladsey DeCsiPKes</u> Telephone: <u>484-947-8172</u> Mailing address: <u>1059 Meadow Rd. Casco, ME 04015</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

RECEIVED
MAR 30 2012
Dept. of Building & Inspections
City of Portland

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 3/29/12

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

Building Materials for ⁶⁴³~~943~~ Congress St. Build Out

2"X4" Spruce Stud Construction of Walls

$\frac{1}{2}$ " Sheetrock, 3 Coats of Joint Compound with 2 Finish Coats
latex paint

6'8" Solid core birch doors

Handicapped accessible door latches

Vinyl Core Base

Pine 1"X4" Trim

COMMERCIAL LEASE

1. PARTIES:

Bayside Maine, LLC ("LANDLORD"), hereby leases, as of this 13th day of March, 2012 (the "Effective Date") to Momentum, Inc. ("TENANT"), and the TENANT hereby leases from LANDLORD the below described leased premises:

2. LEASED PREMISES:

The leased premises shall be deemed to contain approximately 2,110 ± square feet located on the first floor of 645 Congress Street, Portland, Maine (the "Leased Premises"), as more particularly shown on the space plan attached as Exhibit "A." The Leased Premises are accepted by Tenant in "as is" condition.

The Leased Premises shall include the non-exclusive use in common with others entitled thereto, of such easements and appurtenants necessary for access to the Leased Premises, including the hallways, stairways, elevators necessary for access to said Leased Premises; the common lavatories; and all walkways, courtyards and landscaped areas (if any) located on the property of which the Leased Premises are a part. In addition, the Leased Premises shall include the non-exclusive right of Tenant and Tenant's employees, invitees and customers to use two (2) parking spaces located in the parking lot at the rear of the building of which the Leased Premises are a part, in accordance with reasonable rules and regulations imposed by Landlord.

Tenant and Tenant's employees shall be afforded access to the Leased Premises during business hours, after hours and during weekends and holidays.

3. TERM:

The Lease Commencement Date shall be the Effective Date. The initial term of the Lease shall terminate on July 31, 2015.

4. RENT:

Tenant's obligation to pay base rent under this Lease shall commence on the earlier of (i) sixty (60) days from the Effective Date, or (ii) May 1, 2012 (as applicable, the "Rent Commencement Date"), and continue thereafter on the first day of each month during the term of this Lease. Tenant's obligation to pay any and all additional charges under this Lease, including, without limitation, Additional Rent, shall commence on the Effective Date. If the Effective Date does not occur on the first of a month, any amounts due shall be prorated accordingly.

Upon Landlord's receipt of the \$2400 Tenant deposit held by CBRE The Boulos Company as of the Effective Date, such deposit shall be credited against base rent under this Lease for May, June, and July, 2012.

Base Rent:

From and after the Rent Commencement Date and continuing through July 31, 2012, base rent shall be \$800 per month; and thereafter, base rent shall be \$1,800 per month. All payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated as 477 Congress Street, Suite 1012, Portland, Maine 04101 C/O Shinberg Consulting. If TENANT does not pay base rent,

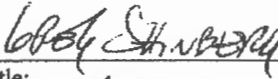
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of the Effective Date.

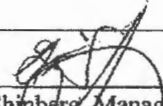
TENANT:

LANDLORD:

Momentum, Inc.

Bayside Maine, LLC

By: 
Name/Title: Manager

By: 
Greg L. Shinberg, Manager

GUARANTY:

For value received, and in consideration for, and as an inducement to LANDLORD to enter into a lease with TENANT, Dennis Strout ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of this Lease to be performed by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without prior notice to GUARANTOR, and without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this ____ day of _____, 2012

GUARANTOR:

Dennis Strout


IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of the Effective Date.

TENANT:

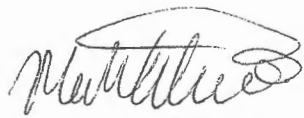
LANDLORD:

Momentum, Inc.

Bayside Maine, LLC

By: 
Name/Title: Dennis Strout, Director/owner

By: _____
Greg L. Shinberg, Manager



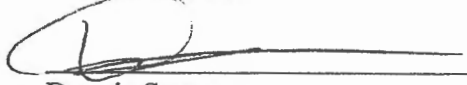
witness

GUARANTY:

For value received, and in consideration for, and as an inducement to LANDLORD to enter into a lease with TENANT, Dennis Strout ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of this Lease to be performed by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without prior notice to GUARANTOR, and without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 1 day of March, 2012

GUARANTOR:



Dennis Strout



witness

EXHIBIT A
THE LEASED PREMISES

