Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

Please Read	ITY OF PORTLA	ND
Application And	PHILDING INSPECTION	
Notes, If Any, Attached	PERIM	Permit Number: 061501
THICKETED'S DOWN		PERMIT ISSUED
This is to certify that HUCKSTER'S ROW F		
has permission to Change of Use from Ha	air Sa to Tarot ru nd's Psy Lo	ove Specialist NOV - 7 2005
AT 190 STATE ST		055 E037001
provided that the person or pers	ons arm or a seption as epti	ing this permit shall comply with a
of the provisions of the Statutes	s of the ine and or the Commance	s of the City of Portland regulatin
the construction, maintenance a		res, and of the application on file i
this department.		
Apply to Public Works for street line and grade if nature of work requires such information.	fication of inspersion must end of and with ending or an ending of the second of the s	A certificate of occupancy must be procured by owner before this building or part thereof is occupied.
OTHER REQUIRED APPROVALS Fire Dept.		
Appeal Board		
Other		Miller of Coling 10/27

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine	- Building or Use	Permi	t Application	Permit No:	Issue Date	:	CBL:	
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8710				6 06-1501 05		055 E03	37001	
Location of Construction:	Owner Name:			Owner Address:			Phone:	
190 STATE ST	HUCKSTER'S	S ROW	PROPERTIES	696 CONGRESS	ST			
Business Name:	Contractor Name	Contractor Name:		Contractor Address:			Phone	
Portland's Psychic Love Spec	ialist							
Lessee/Buyer's Name	Phone:			Permit Type:				Zone:
Shirley Johnson	207-772-2255			Change of Use -	Commercia	1	B3	
Past Use:	Proposed Use:			Permit Fee:	Cost of Wor	k: (EO District:	7
Commercial/ Hair Salon	Commercial -	Commercial - Tarot Cards		\$105.00 \$105.00		5.00	2	1
15+FL 1	"Portland's Psy	ychic Lo	ove Specialist	FIRE DEPT:	Approved Denied	INSPEC Use Grou	\sim / \sim	^{Туре:} 3В
Proposed Project Description:	101/5			16 20 11 11	(0)	7	BC 250	3
Change of Use from Hair Salo	on to Tarot Card "Portla	nd's Psy	chic Love	Signature:		Signature	1999	Cals
Specialist		-		PEDESTRIAN ACT	IVITIES DIST	RICT (P.	A.D.)	/* 7/
				Action: Appro	ved 🗀 Apr	oroved w/C	onditions	Denied
				'—,-d				
Permit Taken By:	Date Applied For	,		Signature:			Date:	
ldobson	Date Applied For: 10/13/2006			Zoning	g Approva	ıł		
This permit application d		Spe	cial Zone or Revie	ws Zoni	ng Appeal		Historic Prese	ervation
Applicant(s) from meetin Federal Rules.	-	☐ Sh	oreland	[] Variano	e		Not in Distric	t or Landmar
2. Building permits do not include plumbing, septic or electrical work.		Wetland		Miscell	Miscellaneous		Does Not Require Review	
3. Building permits are void within six (6) months of t	he date of issuance.	Flood Zone		Conditi	Conditional Use		Requires Review	
False information may invalidate a building permit and stop all work		Subdivision		Interpre	[Interpretation		[] Approved	
		☐ Sit	e Plan	Approve	ed		Approved w/C	Conditions
		Maj [Minor MM	Denied			Denied Am	yexterior
PERMIT IS	SOFD	OK . Date:	10126/01/2012	Ha Date:	·	Dat	e separati	review
NOV - 7	RTLAND						Denied American Separation of this property of the property of	C Presun
<u> </u>		C	ERTIFICATIO	ON				
I hereby certify that I am the or I have been authorized by the coursidiction. In addition, if a poshall have the authority to enter such permit.	owner to make this appli ermit for work described	cation a	s his authorized application is is:	agent and I agree sued, I certify that	to conform t the code off	o all app icial's au	olicable laws of thorized repre	of this esentative
SIGNATURE OF APPLICANT			ADDRESS		DATE		PHON	NE
RESPONSIBLE PERSON IN CHAR	GE OF WORK, TITLE		- 		DATE		PHON	NE

			Permit No:	Date Applied For:	CBL:	
or so I of tand, Wante - Bunding of Ose Fernit				10/13/2006	1	
389 Congress Street, 04101 Tel:	(207) 874-8703, Fax: (1	207) 874-871	6	10/13/2000	055 E037001	
Location of Construction:	Owner Name:		Owner Address:		Phone:	
190 STATE ST	HUCKSTER'S ROW F	PROPERTIES	696 CONGRESS	ST		
Business Name:	Contractor Name:		Contractor Address:		Phone	
Portland's Psychic Love Specialist	1					
Lessee/Buyer's Name	Phone:		Permit Type:			
Shirley Johnson	207-772-2255	207-772-2255 Change of Use - Commerci				
Proposed Use:		Propos	sed Project Description	:		
Commercial - Tarot Cards "Portland	's Psychic Love Specialist		ge of Use from Hair Specialist	Salon to Tarot Card	d "Portland's Psychic	
Note: This is not considered a pers B3 does not require parking			: Ann Machado eing considered as a	Approval Date of the Approval		
ANY exterior work requires a septiment.	_	al thru Historic	Preservation. This	property is located v	vithin an Historic	
2) Separate permits shall be require	d for any new signage.					
Dept: Building Status: A	Approved with Conditions	s Reviewer	: Michael A. Colli	ns Approval D	Oate: 10/27/2006 Ok to Issue: ✓	
 Separate permits are required for Separate plans may need to be su 						
2) This is a Change of Use ONLY p	ermit. It does NOT autho	rize any constr	ruction activities.			
Note:	Approved with Conditions	s Reviewer	: Cptn Greg Cass	Approval D	Ok to Issue:	
1) Business shall comply with NFP	A 101					

B3

General Building Permit Application

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

Location/Address of Construction: /92	State st. Portland ME 04/01				
Total Square Footage of Proposed Structure 5	Pau Linsing Square Footage of Lot				
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# \$\int 37\$	Owner: Williams Telephone: 207-671-1193				
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Cost Of Shirley Johnson 192 state St porthand The C4102 (207).772.2255 Cof O Fee: \$75				
Current Specific use: Vacant	Z047				
If vacant, what was the previous use?	hy salon				
Proposed Specific use: THROT CARD	readings				
	HarrSalon - Tarot Card Stanform OCT 12 2005				
Contractor's name, address & telephone:					
Who should we contact when the permit is read Mailing address:	ve AP+ 1 Portland ME 04102				
1 1111733 01	The state of the s				
Failure to do so will result in the automa In order to be sure the City fully understands the full	scope of the project, the Planning and Development Department may				
www.portlandmaine.gov, stop by the Building Inspect I hereby certify that I am the Owner of record of the name been authorized by the owner to make this application as h	d property, or that the owner of record authorizes the proposed work and that I have is/her authorized agent. I agree to conform to all applicable laws of this jurisdiction.				
In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.					

Signature of applicant:



State of Maine CITY OF PORTLAND

CERTIFICATE SOLE PROPRIETOR ADOPTING A NAME OTHER THAN OWN (Title 31 M. R. S. A. Section 2)

The undersigned hereby certifies that he/she intends to engage in the County loc & Advisor (type of business) business, as sole proprietor thereof, and to
adopt the name, style or designation of <u>Portland's Psychic</u> Love specialist
in the conduct of said business.
Shirley Johnson Printed Name of Proprietor Signature of Proprietor (signature must be witnessed by Notary Public or attorney)
4MASS AVE Portland Me 192 State St. Portland, me Home Address Zip Code 04102 Apt. #101 Business Location Address (cannot be a PO Box) Zip Code 04101
BELOW INFORMATION MEST BE COMPRETED BY A SOIT ARY PUBLIC OR ATTORNEY
STATE OF MAINE
umberland ss. Ot. 5 A.D. 2006
Then Shir ley Johnson, personally appeared and oath to the
foregoing certificate that the same is true.

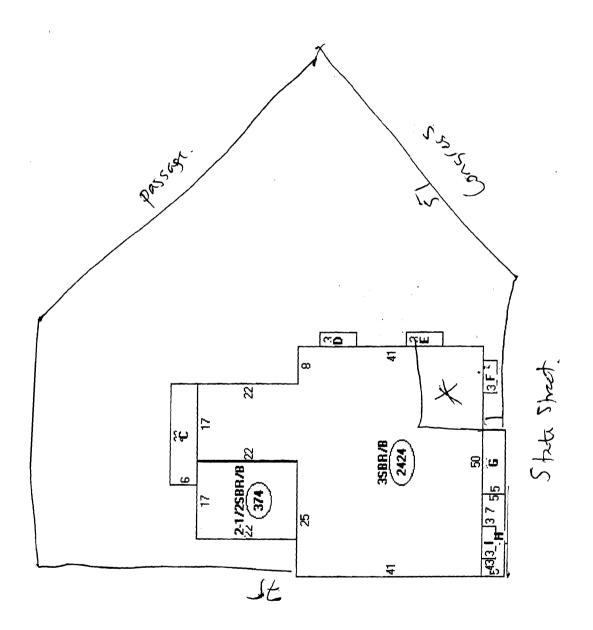
Before me,

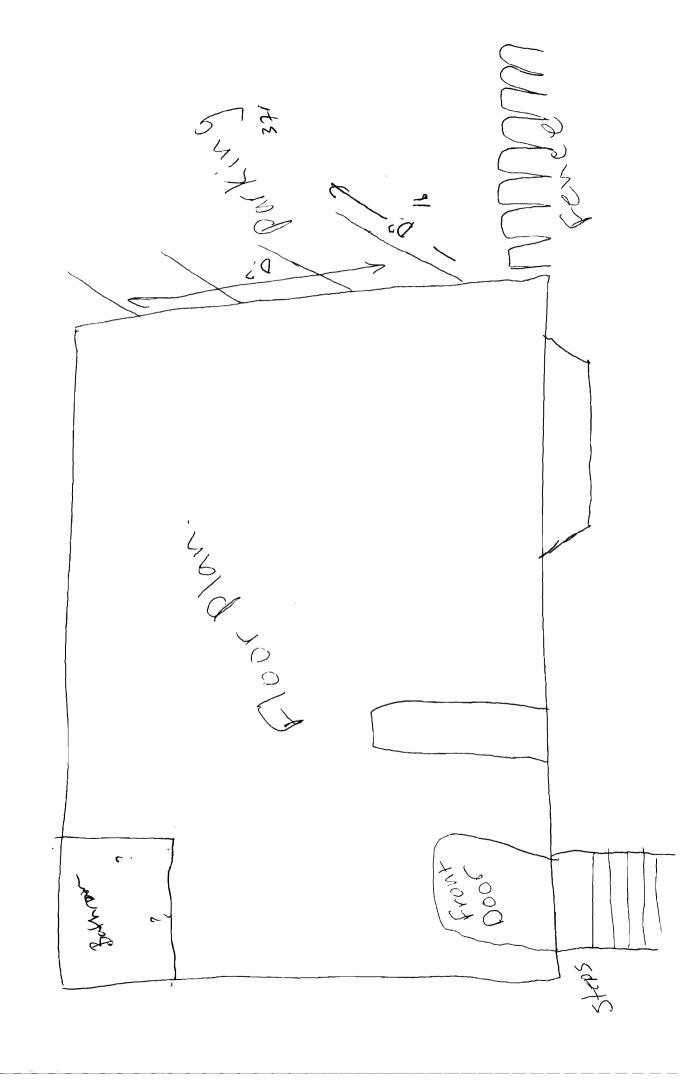
Notary Public (Commission Expires_

ORYSTAL LEE CLUFF
NOTARY PUBLIC - MAINE

MY COMMISSION EXPIRES 11/01/2009

Note: This certificate shall be deposited in the office of the clerk of the city or town in which the business is to be carried on. The clerk is entitled to a fee of TEN dollars for recording this certificate.





LEASE

This lease, dated this 18th day of September 2006 is by and among **Huckster's Row Properties**, **LLC.** of 696 Congress St., Portland, Maine 04102 (Lessor) and **Shirley Johnson** with a mailing address of 192 State St. #101, Portland, Maine 04101 (Lessee).

The parties agree as follows:

1. Lease of Apartment Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the premises known as Apartment #101 at the building located at 192 State St., Portland, Maine for a term of twelve months, beginning 10/01/06 and ending 09/30/07 at 12:00 noon. If Lessor is unable to deliver the Apartment on the date specified at the beginning of the lease term, the rental shall be abated on a pro rata basis until delivery, or either party may terminate the Lease by ten (10) days written notice. Lessee may terminate this Lease before the date specified above by giving the Lessor thirty (30) days written notice on or before the first day of any calendar month which notice shall be accompanied by the last month's rent and a lease termination fee of \$700.00

2. Rent - Security Deposit

- a. Lessee agrees to pay rent in the amount of \$700.00 per month, payable in advance on the first day of each month during the term of this lease, without notice, demand or set off. If Lessee is fifteen (15) days or more in arrears in payment of rent, a late charge of four percent (4%) of the full amount shall be due and payable with the delinquent installment of rent.
 - b. Simultaneously with the execution of the Lease, the Lessee will deposit with the Lessor a security deposit of \$700.00 to secure full and faithful performance by the Lessee of its obligations under this lease. These funds shall be kept in a separate trust account. Lessee will not be paid interest on these funds. Within thirty (30) days after termination of Lessee's tenancy, Lessor shall provide Lessee with a statement giving reasonable detail concerning amounts applied by the Lessor from Lessee's security deposit on account of Lessee's default under the Lease. Lessor shall return with such statement the balance of the security deposit. Lessee agrees not to use the security deposit as their last month's rent.
 - c. 3. **Upkeep:** Lessee agrees to maintain the Apartment in a clean and orderly manner, and shall deliver the Apartment at the expiration or other termination of this lease in good, clean, order, reasonable wear and tear expected.
- 4. **Equipment:** There is included in this lease all equipment contained in the Apartment, including a stove and refrigerator. Lessee agrees to maintain this equipment in good and clean order and repair, except for maintenance made necessary by ordinary wear and tear, for which the Lessor shall be responsible. Lessee agrees not to pour grease or rubbish or other improper articles in the sinks or toilets. If Lessee fails to make any repair required of the hereunder, Lessor shall have the right to make such repair. Lessee shall then reimburse to the Lessor the cost of such repair, as additional rent, upon demand.
- 5. Alterations: Lessee agrees not to make any alterations to the Apartment or building, including painting, without advance written consent of the Lessor.
- 6. Utilities: Lessee shall be responsible to pay for the following utilities on the Premises and establish accounts in their own name: none. Lessor shall provide the following utilities, which Lessee agrees to take reasonable steps to conserve: all. Parking permitted as follows: one registered & insured car. Tenant shall also be responsible for the following maintenance: Bagging trash per C.O.P. recycling program guidelines and the Lessor shall perform maintenance as needed. The Lessor shall be responsible for any capital repairs of the Apartment, the building, and utility services unless repairs or replacement are attributable to damage caused by neglect or abuse of the Lessee, in which case the Lessee shall be responsible for repairs or replacements. Lessor's responsibilities in regard to providing the above services shall be limited to repair and replacement and shall not include any consequential damages.

- 7. Use: The Apartment may be used only as private residence. Lessee agrees not to do or permit any act or thing be done to the Apartment or Condominium that is unlawful or creates a nuisance or that interferes with the rights, comforts, or conveniences of the other occupants of the building. No waterbeds shall be used without the Lessor's consent. Lessee shall not undertake any activity that would adversely affect any insurance of the building, the Apartment, of the contents of either by virtue of being considered extra-hazardous, or for any other reason. Lessee shall not cause or suffer any strip or waste of the Apartment or the building.
- 8. Assignment and Sublet: Lessee agrees not to assign this lease or sublet the Apartment without the advance consent of the Lessor, which consent Lessor agrees not to withhold unreasonably.
- 9. **Pets:** Lessee agrees not to keep pets or animals in the Apartment of the building without the consent of the Lessor. See Pet Lease for additional information.
- 10. **Lessor's Repairs:** Lessor agrees to maintain the exterior of the building and the common areas in good repair and to maintain the lawns and remove snow from the sidewalks adjoining building from the driveway. Lessee agrees to use extreme caution when hazardous situations, including snow and ice, are created by weather conditions.
- 11. Lessee's Property: Lessee agrees to insure all personal property kept in Apartment or the building against loss or damage by fire and extended coverage risks to the full insurable value of such property, with all rights of subrogation waived against Lessor, its agents and employees. All such personal property shall in any event be kept a Lessee's sole risk and Lessor shall in no way be responsible therefore. Lessee agrees to remove all personal property belonging to them from the Apartment and the building promptly upon the termination of Lessee's tenancy hereunder.
- 12. **Destruction Eminent Domain:** If the Apartment of the building is damaged or destroyed by fire or other casualty or taken by or under threat of eminent domain, during the term hereof as so to be unfit for occupation or use, then the rent stated above, or a fair reasonable portion thereof, according to the nature and extent of the damage, shall be suspended or abated until the Apartment shall have been returned to a tenantable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease upon thirty (30) days written notice to the other party.
- 13. **Indemnification:** Lessee agrees that it will indemnify Lessor and hold him harmless from and against any loss, claim, damage, demand, suits, judgement or liabilities that Lessor may incur and expenses to which Lessor may put to, including reasonable attorney's fees arising from any injury or death to persons or property, or any claim on account thereof resulting from the use of the building by Lessee, their agents, guests and invitees; excepting however, loss or damage arising from Lessor's negligence. The Lessee further agrees to carry suitable Apartment tenant's insurance policy providing liability coverage for the leased premises.
- 14. **Inspection:** Lessor or his agents may enter to examine the Apartment at reasonable times to make such repairs and perform such maintenance as they deem necessary. Lessor may show the Apartment to prospective tenants upon giving reasonable notice to Lessee.
- 15. **Taxes:** Lessor shall pay all real estate taxes and assessments for the Apartment. Lessee shall be responsible for personal property taxes, if any, on personal property that they may own.

16. Breach:

A. TERMINATION FOR NON PAYMENT OF RENT: In the event that rent payments are not received by the Landlord on or before the fifteenth (15) day of the month, together with any late payment due, the Tenants shall be in default of the lease. The lease may then be terminated by the Landlord, without notice, by commencing an eviction action in the Maine District Court.

- B. TERMINATION IN THE EVENT OF NUISANCE: In the event that the Lessee's breach their obligations not to create a nuisance or cause damage to the apartment or property which damage is not repaired within seven (7) days of notice by the Lessor to the Lessee, they shall be in default of the lease. The lease may be terminated, without further notice, by commencing an eviction action in the Maine District Court.
- C. OTHER VIOLATIONS OF THE LEASE: In the event any other term of this lease is violated and the Lessee has not cured the violation within seven (7) days after the mailing of notice of the violation by the Lessor to the Lessee at the Apartment, the Lessee shall be in default of the lease, without any further notice, and the lease may be terminated by commencing an eviction action in the Maine District Court.
- D. TERMINATION OF LEASE BY TENANT: If the landlord fails to cure the violation of the lease of any of their responsibilities and have failed to cure same within thirty (30) days after the Tenants have mailed a notice of violation, the Tenants may terminate the lease without any additional notice by vacating the premises and surrendering the keys to the landlord.
- E. NOTICE: All notices as provided by subparagraph B, C and D shall be made by certified mail, return receipt requested or hand delivered.
- 17. Occupants and Guests: Lessee shall be the sole tenant(s) of the apartment. Guests shall not remain in the apartment for more than seven (7) consecutive days without the written consent of the Lessor.
- 18. Rules and Regulations: Attached to this Lease as Exhibit A and Exhibit B are rules and regulations governing the use of the Apartment and the building by the Lessee, its guests, and invitees. Lessor reserves the right to add to, amend and revise these rules and regulations from time to time by promulgating rules reasonably relating to the use and operation of the Apartment and to the convenience, comfort, or common interest of other residents in the building. Such rules may include rules regulating fees charged, noise, garbage, barbecues, antenna, appliances and furniture moving, together with rules relating to potential damage to the Apartment or building, such as rules designed to prevent damage by picture hanging devices. Lessee agrees to abide by such rules and agrees that any violation thereof shall be considered default under this lease.
- 19. **Obligations:** If there is more than one Lessee, their obligations shall be joint and several. The terms of this lease shall bind the personal representatives, heirs and assigns of the parties. Any notice required or permitted by this lease may be given to either Lessee, and shall have the same effect as given to both.
- 20. Additional Rent: All sums paid by Lessee to Lessor hereunder shall be considered additional rent. If Lessee fails to pay such sums, when due, they shall be collectible with the next payment of rent hereafter due.
- 21. **Mortgages Subordination:** Lessor reserves the right to subordinate the lien of this lease to the lien of any mortgage(s) now or hereafter placed on the building in which the Apartment is contained. Lessee agrees upon request to execute and deliver to Lessor an instrument of subordination satisfactory to Lessor.
- 22. **Holdover:** If Lessee remains in possession of the Apartment after the expiration or termination of this lease, such possession shall be as a month-to-month tenant. During the term of such tenancy, the terms of this lease shall govern.
- 23. Waiver: The waiver of Lessor of any breach of any provision of this lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision of this lease. The subsequent acceptance of rent by Lessor shall not be deemed a waiver of any prior breach by Lessee of any term of this lease, other than the breach occasioned by the failure to pay such rent.

- 24. Condominium: If the apartment consists of a unit in a Condominium established in accordance with the laws of the State of Maine, the provision of this paragraph shall apply. In addition to the Apartment, Lessee shall also have the right during the term of this lease to use (i) the limited common elements of the Condominium that are appurtenant to the unit rented by the Lessee and (ii) the common elements of the Condominium that are not limited common elements. Lessor agrees to pay all condominium fees and assessments due to the Condominium Association during the terms of this lease. This lease is subject and subordinate to the declaration, plot and plans of the Condominium, and to the articles of incorporation, by-laws, and rules and regulations of the Condominium Association. Lessee agrees to comply with all the requirements of the declaration, articles, by-laws, and rules and regulations.
- 25. **Notices:** Notice may be given for all purposes hereunder by written notice delivered in hand or mailed by certified mail, return receipt requested, to the Lessee at the Apartment and to the Lessor at the address given in the first paragraph hereof, or at such other addresses as a party may designate by written notice to the other. Any notice required or permitted by this Agreement shall be effective on the earlier of (i) the date of such hand delivery and (ii) two days after the date of mailing such notice.
- 26. Severability: If any provision of this lease is determined to be invalid or unenforceable under the law, it shall not affect the enforceability of any other provision of this lease.
- 27. **Assundry Provisions:** The Lessee agrees that any excessive soil as the result of smoke from cigarettes, and/or other items, shall be the responsibility of the Lessee. The washing, deodorizing, cleaning or painting of such soiled areas shall be the sole responsibility of the Lessee.

The Lessee further agrees to abstain from the use of any open flame items on the premises (with the exception of supervised candles) such as charcoal cookers, auxiliary heaters, etc. It is further understood that the Lessee is not to remove or detach smoke detectors. Although they may at times prove irritating, they also have the capability to save the lives of the tenants and their loved ones.

Other Provisions: The following additional terms shall govern this lease.

- 1. PETS: none
- 2. NO ADDITIONAL ROOMMATES.

IN WITNESS WHEREOF, the parties have signed this lease as of the date first written above.

Will Williams, Owner

REGULATIONS REGARDING RETURN OF SECURITY DEPOSIT

- 1. Under no circumstances can the security deposit be applied to the last month's rent.
- 2. The deposit cannot be refunded unless the full time of the lease has passed and proper notice has been given under the agreement of tenancy.
- 3. The deposit cannot be refunded unless proper written 30-day notice has been given on or before the first day of the month.
- 4. The deposit cannot be refunded in full unless there is no damage to the unit other than normal wear and tear and all litter and rubbish has been removed.
- 5. The deposit cannot be refunded unless the bathroom has been thoroughly cleaned, including the tub/shower, lavatory, toilet, floor and mirror.
- 6. The deposit cannot be refunded unless the refrigerator has been cleaned and defrosted, with the appliance turned off and the door of the refrigerator left open. Lessee agrees not to plug microwave ovens into the same outlet as refrigerators.
- 7. The deposit cannot be refunded unless the appliances, the insides of all windows, the walls, mirrors, floors, mini-blinds and the baseboards have been thoroughly cleaned.
- 8. The deposit cannot be refunded unless the stovetop, oven, grill pan and racks have all been cleaned.
- 9. The deposit cannot be refunded unless the carpeting has been **professionally** cleaned and vacuumed, and has not been damaged by stains, burns, or grease spots.
- 10. The deposit cannot be refunded if there are large holes in the walls, large scuffs or scratches, glue from picture hangers, contact paper, etc.
- 11. The deposit cannot be refunded unless there are no late charges, and all rent has been paid in full.
- 12. The deposit cannot be refunded unless all the correct unit and mailbox keys have been returned. There will be a \$50.00 charge per key not returned, and additional charges for lock changes.
- 13. The deposit cannot be refunded unless a forwarding address has been provided to the office.
- 14. The deposit cannot be refunded unless the blue COP recycling bin is left within the apartment. There will be a \$50.00 charge to replace the missing bin.
- 15. If lessee and/or guest smoke in the building causing smoke damage to walls/ceilings/woodwork, lessee will be responsible for all cost to clean and repaint. Lessee understands this is beyond normal wear and tear.
- 16. In all apartments with hardwood floors, lessee agrees to cover floors a minimum of 60%. If hardwood floors are damaged by moving furniture; lessee will be responsible for the cost of repairs.
- 17. Lessee shall be responsible for damages done to hallways from moving in or out.

I fully understand that if I have not complied with the provisions as stated in this agreement, charge(s) for cleaning (\$20.00 per hour), damage, or repair will be deducted from my security deposit and I will receive an account summary of all the charges if only a portion of the refund is made.

Tenant: Shirley Oghnor	Date:	9,2306
Tenant:	Date:	
Landlord: Mac Mac	Date: _	9/28/06

EXHIBIT B

KEY CONTROL FORM

TENANT:	Shirley Johnso	n 		09/01/06 DATE:				
	,5			DATE:				
ADDRESS:	192 State St.	. #101, Portland, ME (04101					
KEY(S) ISSU	2 JED:	ENTRY	0	_MAILBOX				
FEE SCHED	ULE:	\$75.00 fee if ent \$20.00 each mai	y key after two (2 ry lock must be ch lbox key after one ilbox lock must be	nanged (1) has been issu				
understand the and may not be will be charge are lost during surrender the	at all keys are my be duplicated by a ed fees according g my tenancy, or apartment. Final	ey(s) noted above and a responsibility and responsibility and response other than Huch to the schedule above if I fail to return any ally, I agree to return all se arranged and/or aut	main the property kster's Row Prope and agree to pay and all keys previo I keys to Huckster	of Huckster's Ro erties LLC. I fur those fees in the usly issued to me	ow Properties LLC ther understand that event that the keys at the time I			
SIGNED:	Shirley	Johnson		DATE: DATE:	9,23.06			
 AUTHORIZE	ED BY: M	in .	22	DATE:	9/23/00			
Comments:								
	RNED:			MAILBOX				
Comments:								
RECEIVED E	RY∙			DATE:				