

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that MARIA TZIANABOS

Located At 179 WOODFORD ST

Job ID: 2012-07-4439-CH OF USE

CBL: 130- F-011-001

has permission to C the U from Club to Dance Studio No Construction

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**

## BUILDING PERMIT INSPECTION PROCEDURES

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

or email: [buildinginspections@portlandmaine.gov](mailto: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.**

### Certificate of Occupancy 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](http://www.portlandmaine.gov)

Director of Planning and Urban Development  
Jeff Levine

Job ID: 2012-07-4439-CH OF USE

Located At: 179 WOODFORD ST

CBL: 130- F-011-001

## **Conditions of Approval:**

### **Building**

1. Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.
2. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
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.

### **Fire**

1. This permit is for change of use only; any construction shall require additional permits. The occupancy shall comply with City Code Chapter 10 upon inspection.
2. The C of O shall state: dance use is limited to instructional classes and dance recitals only. This facility is not approved for use as a bar with live entertainment; Discotheque, night club, or assembly occupancy with festival seating.



B-2

2012-07-4439



# 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: <u>179 Woodfords street</u>		
Total Square Footage of Proposed Structure/Area <u>50x30</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>130</u> Block# <u>F</u> Lot# <u>11</u>		Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Maria A. Tziangabos</u> Address <u>179 Woodfords St</u> City, State & Zip <u>Portland ME 04106</u>
Lessee/DBA (If Applicable) <u>Permission to Operate Dance Instruction business</u>		Telephone: <u>207 5189384</u>
Owner (if different from Applicant) Name <u>[Signature]</u> Address <u>[Signature]</u> City, State & Zip <u>[Signature]</u>		Cost Of Work: \$ _____ C of O Fee: \$ _____ Total Fee: \$ <u>75.00</u>
Current legal use (i.e. single family) <u>club</u> If vacant, what was the previous use? <u>na</u> Proposed Specific use: <u>Dance studio for Dance instruction</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>Proposed Dance Studio for Dance Instruction for 30-45 students total</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>Maria Tziangabos</u> Telephone: _____ Mailing address: <u>12 Hillside Ave South Portland ME 04106</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**

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](http://www.portlandmaine.gov) or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

JUL 10 2012

Dept. of Building Inspections  
City of Portland Maine

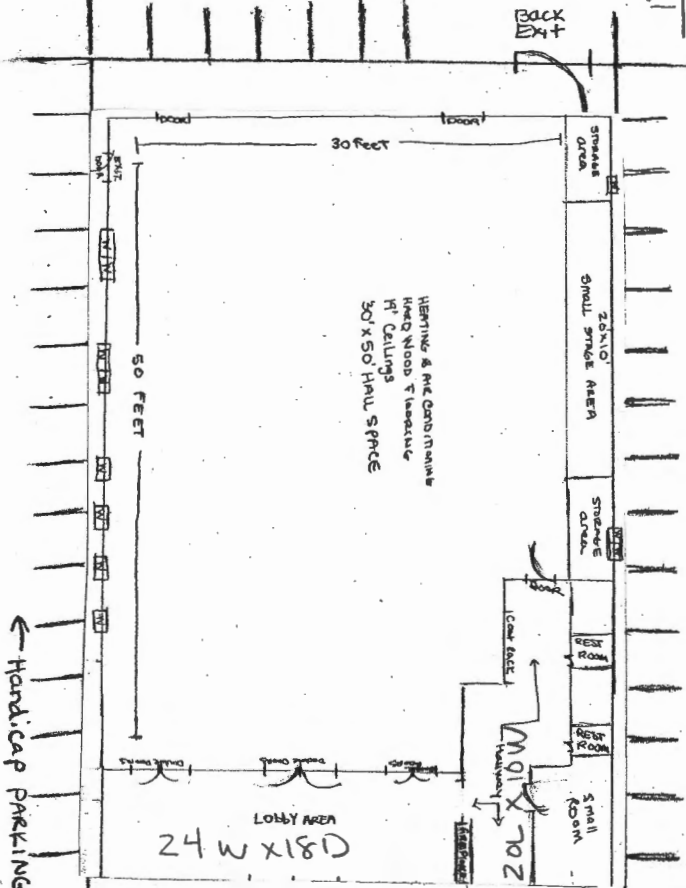
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: Maria A. Tziangabos Date: 7.9.12

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

#117 PARKING SPOTS

116ft Setback



24 W x 18 D

20L x 10W

64W x 10D

Front Staircase

Double Front Doors

Handicap Parking

Building 104D

Building 62W

110ft setback

7ft Setback

setback 22ft

SIDEWALK

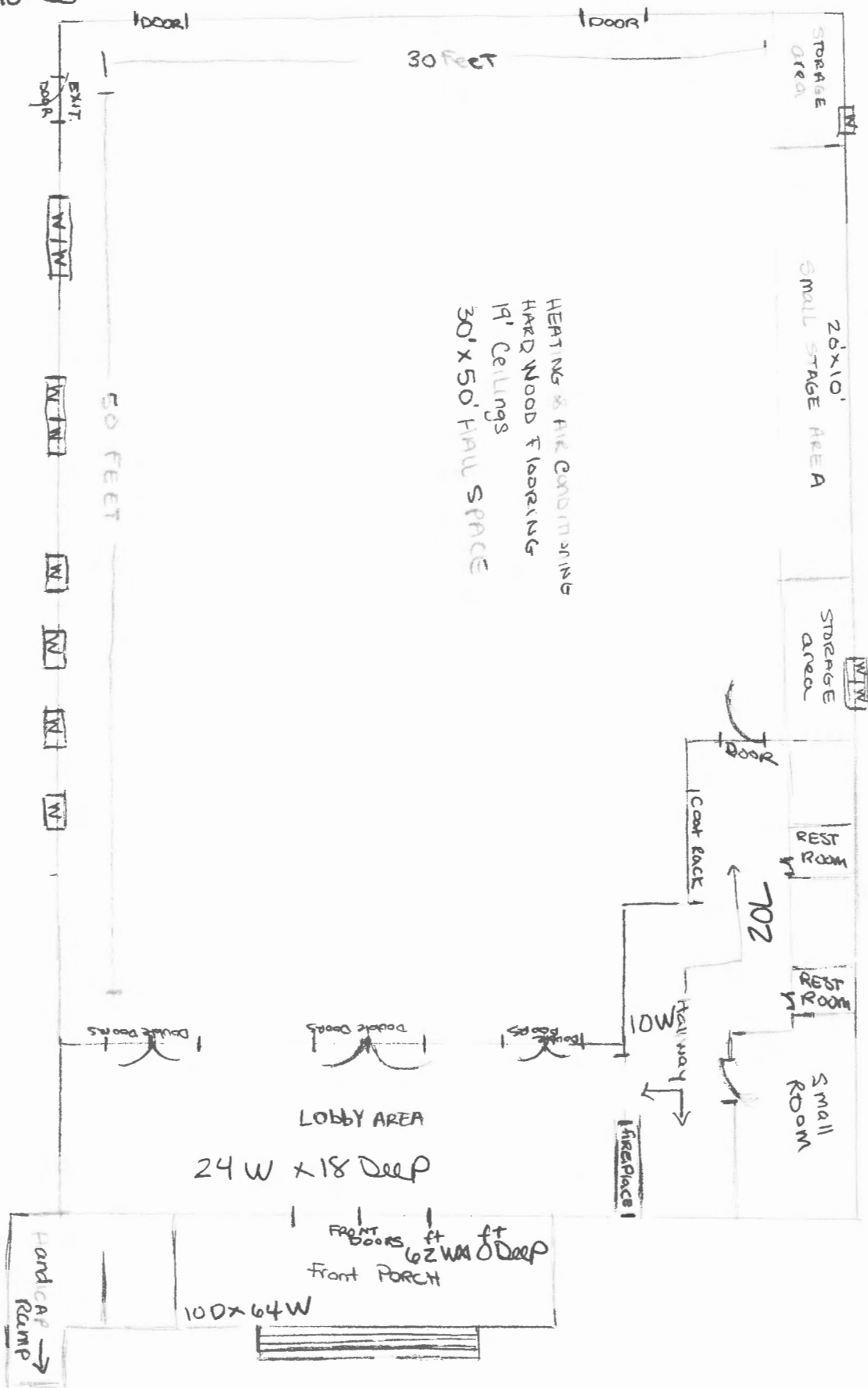
Lot 243 ft

Lot 242 ft

DRIVEWAY

DRIVEWAY

Specs  
 Building 62W x 104D feet  
 Lot 243ft D x 242ft D  
 Rt side "set back" Building to lot 7ft  
 Lft set back 110feet  
 Back 116ft  
 Front 22ft



State of Maine  
CITY OF PORTLAND

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

The undersigned hereby certifies that (s)he intends to engage in the  
Dance Studio / School business, as sole proprietor thereof, and to  
(type of business)

adopt the name, style or designation of Terpsicore Dance Inc.  
(name of business)  
in the conduct of said business.

Maria A. Tzianabos  
Printed Name of Proprietor

Maria A. Tzianabos  
Signature of Proprietor (signature must be witnessed by  
a Notary Public or attorney)

12 Hillside Avenue South  
Home Address Portland  
Zip Code 04106

179 Woodford Street  
Business Location Address (cannot be a PO Box)  
(MUST be in Portland) Zip Code 04103

228-6462  
Home (or Cell) Phone Number

(207) 518-9384  
Business Phone Number

maria@terpsicoredance.com  
Email

www.terpsicoredance.com  
Business Website

BELOW INFORMATION MUST BE COMPLETED BY A NOTARY PUBLIC OR ATTORNEY.

STATE OF MAINE

Cumberland County, SS.

July 9 A.D. 2012

Then Maria O'Neil Tzianabos, personally appeared and made oath  
to the foregoing certificate that the same is true.

Before me,

Carrie J. Linder  
Attorney or  
Notary Public (Commission Expires 7/0/16)

Note: This certificate shall be deposited in the City of Portland Office of the Clerk in which the business is to be carried on. The City Clerk's Office is entitled to a fee of TEN dollars (\$10.00) for recording this certificate.



These shares have not been registered under any federal or state securities laws and shall not be transferred or pledged at any time in the absence of: (1) compliance with all federal and state securities laws; and (2) a written legal opinion acceptable to the Corporation's legal counsel that the proposed transfer or pledge (or the exercise of the pledgee's rights) will not violate any law including federal or state securities law.

All original stock certificates shall be held by the Clerk and stored with the corporate records. The Clerk shall distribute a certificate to the shareholder named therein only upon (1) a showing of unusual need by the named shareholder, (2) execution of a receipt by the named shareholder, and (3) approval of the Board of Directors.

Transfer or pledge of the shares represented by this certificate are subject to, and may be made only upon compliance with, the provisions of ARTICLE XIII of the Bylaws of the Corporation relating to restrictions on sales or transfers of shares.

By acceptance of this certificate, the holder hereof covenants that he/she/it will comply in all respects with the foregoing restrictions on transfer and pledge. Due to the above restrictions, the holder of these shares may not be able to resell these shares.



*For Value Received,* \_\_\_\_\_ hereby sell, assign and transfer unto \_\_\_\_\_  
 Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney  
 to transfer the said Shares on the books of the within named Corporation with  
 full power of substitution in the premises. Dated \_\_\_\_\_ 20\_\_\_\_  
 In presence of \_\_\_\_\_

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

**EXPLANATION OF ABBREVIATIONS**

The following abbreviations, when used in the inscription of ownership on the face of this certificate, shall be construed as if they were written out in full according to applicable laws or regulations. Abbreviations, in addition to those appearing below, may be used.

JT TEN As joint tenants with right of survivorship and  
 TEN COM not as tenants in common  
 TEN COM As tenants in common  
 CUST Custodian for  
 UNIF TRANS MIN ACT Uniform Transfers to Minors Act  
 UNIF GIFT MIN ACT Uniform Gifts to Minors Act  
 TEN ENT As tenants by the entireties

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

# The Woodfords Club

179 Woodford Street

Portland, ME 04103

(207) 772-4893

This Rental Agreement is between The Woodfords Club ("The Club") and Terpsicore Dance, Inc. ("Terpsicore").

## **Term**

The term of this Agreement is August 1, 2012 through July 31, 2014.

## **Days and Times of Use**

### **School Season Schedule**

- School Season Schedule runs from the beginning of the fourth week of August through the end of June.
- Every Monday, Tuesday, Wednesday, and Thursday from 4pm to 9pm.
- Every Saturday from 8:30am to 6pm, plus two evenings each year for Terpsicore studio show, the first occurring from the first to the third Saturday in December and the second in the Spring semester (with three months advance notice to The Club).
- Every Sunday from 11am to 7pm.
- Any additional days and times of use will be separately agreed to by the parties based on availability at The Club. Rental fee will be determined and agreed upon by both parties on a case by case basis.

### **Summer Schedule**

- Summer Schedule runs from July 1 through the third week in August.
- Monday through Friday, from 8:30 AM to 5:30 PM on four different weeks, to be decided at a later date and provided to The Club in advance.
- Two evenings, either Mondays, Tuesdays, Wednesdays or Thursdays, for eight weeks from 5:00 to 9:00PM. Specific schedule will be decided at a later date and provided to The Club in advance.
- Saturdays from 8:30AM to 5PM during a six week period to be decided at a later date and provided to The Club in advance.
- Terpsicore will notify the club of hours they will not be using the Space for summer session due to low enrollment or vacation days and offer the space back to the club for rental. On those days where space is offered back to the club for rental, Terpsicore reserves the right of first refusal as they are continuing to pay the same rent throughout the summer and business hours are reduced.
- On Tuesdays and Wednesdays, Terpsicore will, as needed be given an alternate space on the premises while the hall is in use.

LB  
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## **Late Rent**

If Terpsicore fails to pay any rent due under this Agreement within fifteen (15) days from its due date, Terpsicore shall be subject to a penalty of 7% of the monthly rent which is late, which amount shall be due together with the overdue rent. This charge is in addition to any other rights and remedies possessed by The Club herein. The receipt by The Club of less than the full amount due under any provision of this Agreement at any time shall not be deemed a waiver of the right to require immediate full payment of the charges due herein under this provision. Rental payments shall be deemed received by The Club upon deposit by Terpsicore with the United States Postal Service.

## **Breach**

Either party may terminate this Agreement upon breach by the other party as described in this section. In the event that Terpsicore fails to pay rent when due, or otherwise fails to perform any of Terpsicore's obligations under this Agreement after written notice and a 14-day opportunity to cure, The Club shall have the right in its sole discretion, to terminate this Agreement together with Terpsicore's right to possession of the within described premises by delivering written notice of such termination to Terpsicore at 12 Hillside Ave., South Portland, Maine, 04016. The written notice required pursuant to this section must expressly state the Agreement provision which Terpsicore has breached. Such termination shall be effective 72 hours after Terpsicore's opportunity to cure. If Terpsicore fails to surrender possession of the agreed premises within such 72-hour period, Terpsicore's continued possession of the premises shall be deemed unlawful and not the commencement of a tenancy-at-will. All rights of The Club which had accrued prior to such termination, including rights relating to the condition of the agreed premises, shall survive such termination.

In the event that The Club fails to perform any of its obligations under this Agreement after written notice and a 14-day opportunity to cure, Terpsicore shall have the right in its sole discretion, to terminate this Agreement by delivering written notice of such termination to The Club at 179 Woodford Street, Portland, Maine 04103. The written notice required pursuant to this section must expressly state the Agreement provision which The Club has breached. Such termination shall be effective 72 hours after Terpsicore causes written notice thereof to be delivered to Terpsicore, provided that said notice shall be sent to Terpsicore via first class mail, postage prepaid. To the extent permitted by applicable law, The Club waives any statutory right to a landlord's lien or any other lien on any property of Terpsicore located on premises.

WJB  
MTZ

## Uses of Space

Terpsicore shall be allowed use of the banquet hall, atrium, an office space and closet storage at The Club at 179 Woodford Street, Portland, Maine (the "Space"). Terpsicore's use of the Space shall be limited to dance instruction (ballet, tap, modern, jazz and the like), dance classes, dance birthday parties, occasional studio fundraisers, and dance recitals by Terpsicore and its affiliated dance instructors and partners. Other types of use are permitted only with written permission of The Club. Terpsicore's use of the Space includes as follows:

- Terpsicore may store items behind curtain to stage right of stage. Terpsicore may store items in closet beneath stairs behind the cloak room. Terpsicore may make use of space near photo shop as office space.
- Terpsicore's office space near photo shop will be well-lit and include all necessary electrical outlets for its computers and musical equipment. The Club agrees to provide and maintain high-speed wireless service accessible to Terpsicore or allow the installation of phone and wireless to be used only by Terpsicore.
- Families of Terpsicore's students may use Atrium as a waiting area.
- Terpsicore may install permanent reasonable signage at its cost, approved in advance by The Club, but as a minimum, The Club will allow the bottom line of its own sign to read Terpsicore Dance Studio (if space allows) or Terpsicore Dance.
- Terpsicore will be allowed to install ballet barres on two walls in the Banquet Hall and to store its dance-related equipment which include portable barres and mirrors at The Club.
- All utilities for the Space will be maintained and paid for by The Club, including a speaker system in the Banquet Hall for use by Terpsicore.
- The Club will be responsible to restore the Banquet Hall to a danceable space (free of tables, chairs and furniture) at the beginning of Terpsicore's specified days and times of use, as well as bathroom cleanup and mopping and buffing and vacuuming.
- Club members will be free to come and go through the Atrium to make use of club facilities elsewhere in The Club and use the restrooms jointly with Terpsicore and Terpsicore's patrons.
- The Club agrees to provide Terpsicore ample parking spaces for its business and families. Terpsicore agrees to cooperate with The Club and Jones Rich & Hutchins in terms of giving advance notice of its major events where a parking conflict could arise in conjunction with a large funeral service.

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Terpsicore will leave the premises "broom clean" on departure.

Terpsicore shall not make nor permit any unlawful, improper, or otherwise offensive use of the agreed premises, nor permit any nuisance there. Terpsicore agrees to indemnify and hold The Club harmless from all liability, loss, or damage arising from any nuisance made or permitted on the Agreed premises by Terpsicore, his family, friends, relatives, visitors, agents, or employees or from any carelessness, neglect, or improper conduct of any such persons. Terpsicore has been granted permission to run its dance classes without restriction; this means, among other things, playing music for classes that may be heard throughout the facility.

### **Subletting and Noncompetition**

Terpsicore shall not assign nor sublet any part or the whole of the Agreed premises, nor permit any other person or persons to occupy the same, nor rent any portion thereof without first obtaining on each occasion the consent in writing of The Club. Nothing herein, however, shall prohibit Terpsicore from entering into usual and customary arrangements for dance instructors to use the space and/or teach classes in connection with Terpsicore.

Terpsicore will make reasonable effort to accommodate The Club's desire to secure additional rentals during "off hours" and other times that do not conflict with Terpsicore's use of the Space. Similarly, The Club will make reasonable efforts to accommodate Terpsicore's requests to use the Space at additional times requested by Terpsicore. Terpsicore may approve or refuse any rentals by The Club that would be considered competition for its business. This includes any rentals to competing schools, independent dance instructors or any movement based technique that could compete with Terpsicore's program.

### **Insurance & Property**

Terpsicore shall obtain public liability insurance of at least one million dollars (\$1,000,000.00) with the Club named as an additional insured. The Club shall maintain both property and liability insurance with coverage of at least one million dollars (\$1,000,000) and shall name Terpsicore as an additional insured. Each party shall provide the other a certificate of insurance from the carrier from time to time upon request.

Terpsicore understands and agrees that it has its own obligation to insure its personal property, and that The Club is not liable for damage to or loss of property of any kind which may be lost or stolen, damaged, or destroyed by any condition of whatever nature which may be on the Agreed premises, provided that dance-related equipment in the Space specified above. Any personal property not removed by Terpsicore within 14 days of the date of the termination of this Agreement or any renewal or extension of it, will be deemed abandoned.

### **Miscellaneous**

Positively no alcohol will be allowed to be brought in or removed from the hall except: by caterers approved by The Club. Only fully liquor licensed, fully insured caterers can bring in, remove, or serve alcoholic beverages in The Club. Copies of the liquor license and insurance coverage will be kept on file with this rental agreement. No smoking is permitted anywhere in The Club. No illegal substances may be

MTZ

brought to or consumed anywhere on the property, including, but not limited to both parking areas. Police will be called and the participants ejected if a violation of this policy occurs. Entrance, lobby, and restrooms on the first floor only are available for all guests of Terpsicore.

This Agreement constitutes the final agreement between the parties and supersedes all prior agreements, written or verbal. It may not be amended or modified in any way except by writing signed by both parties.

I  
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to abide by ALL policies contained therein as of the day and year last written below.

FOR Terpsicore Dance, Inc.:  
12 Hillside Ave.  
South Portland, Maine 04016  
(207) 2286462  
Authorized Individual: Maria Tzianabos  
Email: zorbamtz@yahoo.com

By: Maria A Tzianabos  
Director

Title

Date: 1/31/12

FOR The Woodfords Club:  
179 Woodford Street  
Portland, ME 04103  
(207) 772-4893

By: [Signature]  
Secretary/Treasurer

Title

Date: 1/31/12