City of Portland, 389 Congress Street.		_			- 1	09-1318	Issue Date	:	137 C	003001
389 Congress Street, 04101 Tel: (207) 874-8703, F Location of Construction: Owner Name:					Owner Address:			Phone:		
799 FOREST AVE SANG SOTHEARAN			P OUM & B	10 DUQUETTE ST						
Business Name:		Contractor Name	:		Contractor Address:			Phone		
		Sign Design Ir	Sign Design Inc			PO Box 207 Westbrook			2078562	2078562600
Lessee/Buyer's Name		Phone:			Permit Type:				Zone:	
					Si	igns - Permanen	ıt			Ba
Past Use:		Proposed Use:			Per	rmit Fee:	Cost of Wor	k:	CEO District:	
1			"Thea's Salon" -		\$55.00 \$55.00					
chargeof see # 09.0137 install a 24" x		60" sign				Use G	NSPECTION: Use Group: B Type: Signature: MB 12 2 09			
D	•				ļ			I	161-2c	<i>0</i> 3
Proposed Project Descript "Thea's Salon" - insta		eian						Dass	12/2/09	
THEAS SAIGH - HISTA	1424 X00	sign			Signature: Si PEDESTRIAN ACTIVITIES DISTRIC			CT (P.A.D.)		
										Ì
					Ac	tion: Approv	rea	provea w	ed w/Conditions Denied	
					Sig	gnature:			Date:	
Permit Taken By: Ldobson		Applied For: 17/2009			Zoning Approval					
L			Special Zone or Reviews		ws	ws Zoning Appeal			Historic Preservation	
 This permit application does not preclud Applicant(s) from meeting applicable Sta Federal Rules. 		•			☐ Variance			Not in District or Landmar		
 Building permits do not include plumbing, septic or electrical work. 			☐ Wetland		Miscellaneous		Does Not I	Require Review		
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work			Flood Zone		☐ Conditional Use		Requires R	leview		
			Subdivision			☐ Interpretation			Approved	
			☐ Si	te Plan		Approve	ed		Approved	w/Conditions
			Maj Minor MM		Denied			Denied		
			Date:	112/09 #	EUN.	Date:		Г	Date:	
I hereby certify that I a I have been authorized jurisdiction. In additionshall have the authority such permit.	by the owner on, if a permit	to make this appl for work describe	med proication and in the	as his authorize application is i	he po d ago	ent and I agree d, I certify that	to conform the code of	to all a	ipplicable law a utho rized r e	vs of this presentative
SIGNATURE OF APPLICANT			ADDRESS		S		DATE	Į.	PI	HONE
							City of	Portla	and	
RESPONSIBLE PERSON	IN CHARGE OF	WORK, TITLE					DATE			HONE

City of Portland, N	lding or Use Permit	Permit No:	Date Applied For:	CBL:			
389 Congress Street,	04101 Tel: ((207) 874-8703, Fax: (2	09-1318	11/17/2009	137 C003001		
Location of Construction: Owner Name:				Owner Address:		Phone:	
799 FOREST AVE		SANG SOTHEARAN P OUM & B		10 DUQUETTE ST			
Business Name:		Contractor Name:		Contractor Address:		Phone	
		Sign Design Inc		PO Box 207 Westl	orook	(207) 856-2600	
Lessee/Buyer's Name		Phone:		Permit Type:			
			L	Signs - Permanent			
Proposed Use: Proposed Project Description:							
Commercial - "Thea's Salon" - install a 24" x 60" sign "Thea's Salon" - install a 24" x 60" sign							
Dept: Zoning	Status: A	Approved	Reviewer:	Ann Machado	Approval D	Pate: 12/02/2009	
Note:						Ok to Issue:	
Dept: Building	Status: A	Approved with Condition	s Reviewer:	Jeanine Bourke	Approval D	Pate: 12/02/2009	
Note:						Ok to Issue:	
 1) Signage Installation	n to comply w	ith Chapters 31 & 32 of t	he IBC 2003 bui	ilding code.			
1 / 5 5	1 /	•		J			

PERMIT ISSUED

DEC - 2 2009

City of Portland

BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.					
X Final inspection required at completion of	work.				
Certificate of Occupancy is not required for certain proj your project requires a Certificate of Occupancy. All pr	•				
If any of the inspections do not occur, the project car REGARDLESS OF THE NOTICE OR CIRCUMST	•				
CERIFICATE OF OCCUPANICES MUST BE ISSUTHE SPACE MAY BE OCCUPIED.	UED AND PAID FOR, BEFORE				
Signature of Applicant/Designee	Date				
Signature of Inspections Official	$\frac{2/2/09}{\text{Date}}$				

PERMIT ISSUED

DEC - 2 2009

City of portland

CBL: 137 C003001 **Building Permit #:** 09-1318

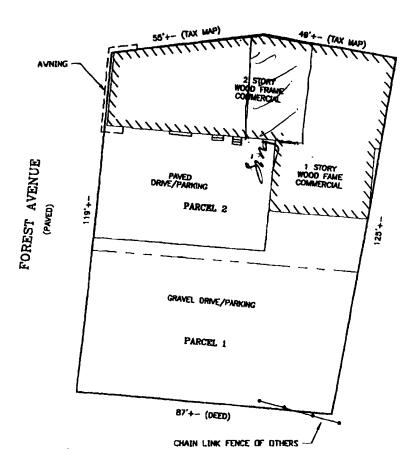
Signage/Awning Permit Application

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: 799	c forest ave	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner:	Telephone:
Lessee/Buyer's Name (If Applicable)	Contractor name, address & telepho	one: Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For 11.D. signage= Total Fee: Awning Fee= cost of work Total Fee: \$
Who should we contact when the permit is ready Tenant/allocated building space frontage (feel Lot Frontage (feet)	et): Length: Height Single Tenant or Multi Tenant Lot	ne: 207-838-559-5
Current Specific use: Sqlan		
If vacant, what was prior use: Proposed Use:		RECEIVED
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes Bldg. wall sign? (attached to bldg) Yes Proposed awning? Yes No Is awn Height of awning: Length of a Is there any communication, message, tradema If yes, total s.f. of panels w/communications, r. Information on existing and previously permit Freestanding (e.g., pole) sign? Yes Bldg. wall sign? (attached to bldg) Yes No Sq. ft. area A site sketch and building sketch showing existence and/or pictures of proposed signage.	ting backlit? Yes No burning: Depth: No nessage, trademark or symbol: tted sign(s): No Dimensions: No Dimensions: of awning w/communication: actly where existing and new signage and existing building are also required.	Dept. of Building Inspections City of Portland Maine s.f. ge is located must be provided. uired.
Please submit all of the information or		application Checklist.
Failure to do so may result in the auto In order to be sure the City fully understands the additional information prior to the issuance of a p Building Inspections office, room 315 City Hall of I hereby certify that I am the Owner of record of the na authorized by the owner to make this application as his, a permit for work described in this application is issued, areas covered by this permit at any reasonable hour to express the control of the surface of the control	full scope of the project, the Planning ermit. For further information visit us call 874-8703. Indeed property, or that the owner of record the authorized agent. I agree to conform I certify that the Code Official's authorized.	d authorizes the proposed work and that I have been to all applicable laws of this jurisdiction. In addition, if ed representative shall have the authority to enter all
Signature of applicant:	1, 6	Date: //. /7.07
	ou may not commence ANY work ur	ntil the permit is issued.

Bruce W. Goodwin, P.L.S. P. O. Box 2314, So. Portland, Me. 04116-2314

Mortgage Loan Inspection





SCALE: 1" = 30"

The dwelling DOES conform to the local zoning at the time of construction. The dwelling IS NOT in a special flood hazard zone as shown on the Flood Insurance Rate Map

THIS IS NOT A STANDARD BOUNDARY SURVEY. Information shown on this plan is for mortgage purposes only. Property lines shown on this plan are based on apparent lines of occupation, current deed information, and Municipal tax maps. A STANDARD BOUNDARY SURVEY IS RECCOMENDED TO CONFIRM ALL BOUNDARY LINES SHOWN ON THIS PLAN. Any one using this plan for anything other than mortgage loan purposes does so at their own risk. This plan may not be recorded or used for any land divisions. The property on this plan may be subject to easements, covenants, and restrictions of record, which may or may not be shown on this plan.

Date: 12/9/2003, File No.: 431, Job No: M23-78,

Lending Institution: Banknorth, N.A.

Client: Shahnaz Mahager

Location: 799 Forest Ave., Portland, Cumberland County

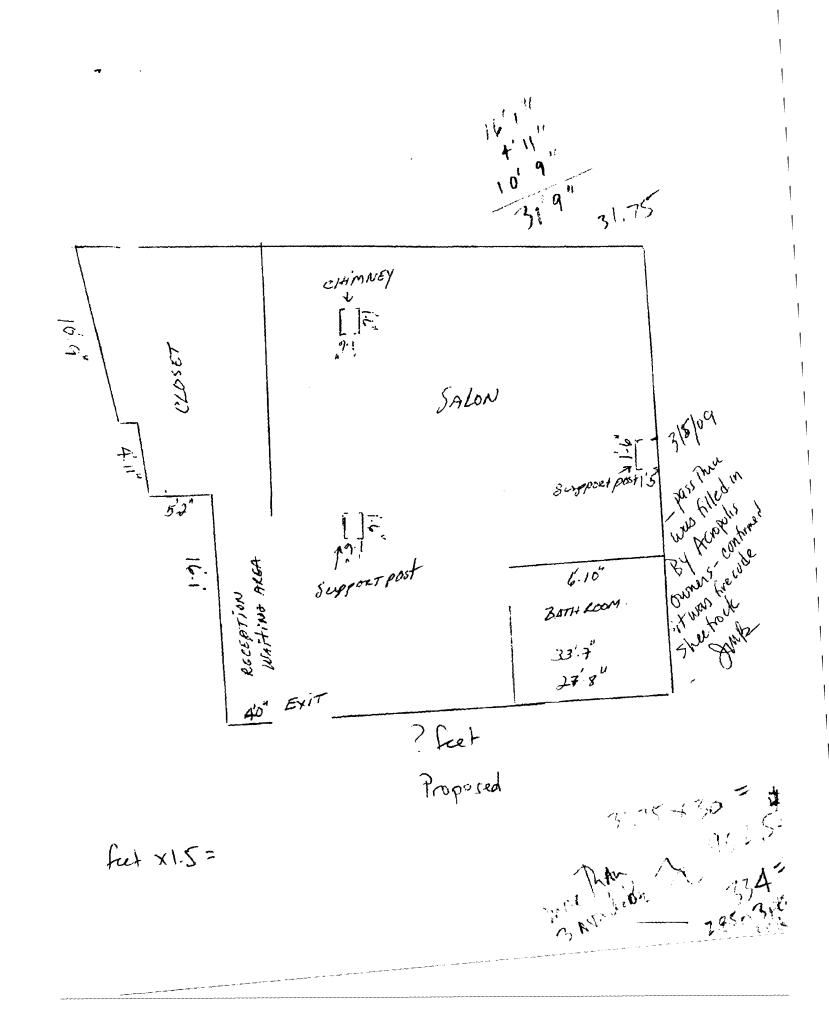
Deed reference: Bk. 3465, Pg. 61 Plan reference: Bk. , Pg. , Lot

Tax Map No. 137, Lot No. 3, Block No. C

Tel: 1-207-776-1665

Bruce W. Goodwin, PLS

Fax: 1-207-799-2326





Signage/Awning Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way.
Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage.
A sketch plan of lot indicating location of buildings, driveways and any abutting streets or rights of way, lengths of building frontages, street frontages and all existing setbacks. Please indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building façade dimensions for any signage attached to the building.
A sketch or photo of any proposed sign(s) indicating content, dimensions, materials, source of illumination, construction method as well as specifics of installation/attachment.
Cortificate of flammability required for awning or canopy.
A/UL# is required for lighted signs at the time of final inspection.
Photos of existing signage
Details for sign fastening, attachment or mounting in the ground. 4 Los Bolts to Builder

Permit fee for signage or awning-with-signage: \$30.00 plus \$2.00 per square foot of sign.

Permit fee for awning-without-signage is based on cost of work: \$30.00 for the first \$1,000.00, \$10.00 per additional \$1,000.00 of cost.

Base application fee for any Historic District signage is \$65.00.



Sidewalk Signs

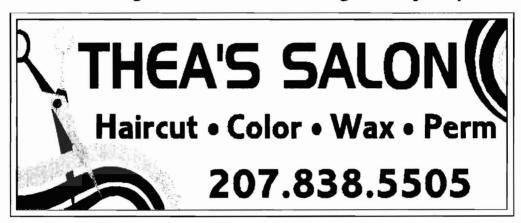
This Design Is The Property Of Sign Design Inc.

This Design Is The Property Of 306 Warren Ave. Portland, ME

Phone: 207.856.2600 Fax: 207.856.7600

signdesi@maine.rr.com

24" X 60" Single Sided Aluminum Panel Sign W/ Vinyl Graphics







This proof may reflect color shifts due to the color conversion from ink to paint and or vinyl. Also, PMS colors will be approximated to the best of our ability.

Customer supplied artwork files (300 dpi required) will be used as is, and Sign Design Inc. is not responsible for any faults in the design.

Any black outlines appearing on this proof are for representation only. They are to distinguish sign components such as borders, retainers, faces and reveals. Unless otherwise specified, they are not considered as part of the sign graphics. Customer approval is a signed confirmation that dimensions, colors, spelling, graphics and all other job specifics are correct.

Sign Design Inc. is not responsible for errors occuring due to improper review of this submitted proof.

Client: Thea's Salon File: theas comp. 2

Date: 11.10.09

Approval:

COMERCIAL ROOM RENTAL AGREEMENT

THIS ROOM RENTAL AGREEMENT (hereinafter "Agreement") is entered into, this March 01 2009, between:

The Lesser:

BSM Properties Limited Partnership 799 Forest Ave Portland, ME 04101

(Hereinafter "Landlord")

and the Lessee:

Bilodeau Sokunthea S DBA Theas Burbar Shop

25 Avalon Rd

Portland ME 04103

(Hereinafter "Tenant")

In regards to the Property:

799 Forest Ave Portland, Maine 04101

(Hereinafter "Room")

The Landlord and Tenant do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

1. THE ROOM

In consideration of the rent payment to be paid by Tenant and of the other covenants and agreements herein contained, the Landlord rents to Tenant the Room.

Tenant shall use the Room only for Hair Salon purposes. Tenant shall not use or allow the use of the Room in any way that interferes with other tenants' use and enjoyment of the Room or neighboring property. Tenant shall not use the Room for any illegal or improper use. Additionally, the Tenant shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions.

- 2. The Tenant agrees that the Room shall be a non-smoking environment. No smoking is allowed anywhere in the Room.
- 3. The Tenant agrees that no pets of any kind shall be allowed in the Room. Failure to abide by this paragraph will result in immediate eviction without prior notice and forfeiture of all prepaid rent and deposits.
- 4. Parking is available with the Room

5. PAYMENT SCHEDULE AND DETAILS

The Tenant agrees to pay a Monthly rate of eight hundred U.S. Dollars (\$800.00 USD) for the first 12 months of rent, which means from March 01, 2009 to February 01, 2010. After the first 12 months the tenant agrees to pay a Monthly rate of nine hundred U.S. Dollars (\$900.00USD) from March 01, 2010 to February 01, 2011. After March 01, 2011 the tenant agrees to pay an increase of a 3% rate yearly. The payment shall be made on or before: The first day of each month during the entire length of this Agreement. Payments shall be made to: BSM Properties.

Should a Tenant's payment be returned for insufficient funds, the Tenant shall be liable to the Landlord for \$25.00 as a penalty.

Should a Tenant's payment be 5 days late, the Tenant shall be liable to the Landlord for \$5% as a penalty.

The Tenant agrees to deliver a Security Deposit to the Landlord in the amount of \$1600.00USD (Hereinafter "Deposit"). The Deposit will be returned to the Tenant at the end of this Agreement, less deductions.

The Tenant shall be entitled to interest on the Deposit.

The parties acknowledge that the Landlord will be permitted to deduct from the Deposit any amounts for reasonable cleaning and repair of damages to the Room at the end of this Agreement. Ordinary wear and tear is excepted.

The Deposit may not be used by either party for any payment due under this Agreement.

If the Landlord sells or assigns the Room, the Landlord shall have the right to transfer the Tenant Deposit to the new owner or assignee to hold under this Lease and upon doing so the Landlord shall be released from all liability to Tenant for return of said Deposit.

6. LENGTH OF AGREEMENT

This Agreement shall begin March 01, 2009. Unless terminated, this Agreement shall be automatically renewed yearly. Either party may terminate this Agreement by giving written notice to the other at least 30 days prior to the end of the calendar month.

7. TERMINATION

After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day

written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all Tenant belongings, and keys and other property furnished for Tenant use are returned to Landlord. Should the Tenant hold over beyond the termination date or fail to vacate all possessions on or before the termination date, Tenant shall be liable for additional rent and damages which may include damages due to Landlord loss of prospective new renters.

8. DEFAULT

If Tenant fails to fulfill or perform any obligation under this Agreement, Tenant shall be in default of this Lease. Tenant shall receive 30 days' notice by Landlord to cure the default (ie. Non-payment of rent). In the event Tenant does not cure a default, Landlord may at Landlord option cure such default and the cost will be added to Tenant financial obligations under this lease, or declare Tenant in default of the Agreement. Landlord may re-enter the premises and re-take possession of the Room in the event of default. After default, Tenant may be held liable for the balance of the unpaid rent under this Agreement if Landlord cannot re-let the Room during the remaining term of this Agreement.

9. TENANT RESPONSIBILITIES

The Tenant shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; maintain the Room in good condition during the entire length of this Agreement and shall neither cause nor allow any abuse of the facilities therein.

The Tenant shall inform the Landlord of any condition that may cause damage to the Room. If the Room, or any part of the Room, is partially damaged by fire or other casualty not due to the negligence or willful act of the Tenant or an agent of the Tenant, the Room will be immediately repaired by the Landlord and there will be an abatement of rent corresponding with the time during which the Room was untreatable.

Upon the termination or expiration of this Agreement the Tenant shall redeliver the property, amenities, furniture, appliances and any other applicable aspects of the Room, in as good condition as at the commencement of the Agreement or as may be put in during the Agreement. Reasonable wear and tear from use and obsolescence to the Room shall be accepted. Furthermore, the Landlord retains a Landlords Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the Room.

10. UTILITIES

The Agreement does not include utilities.

11. AMENITIES

The Agreement does not include amenities.

12. APPLIANCES

The Agreement does not include appliances.

13. FURNITURE

The Agreement does not include furniture.

14. ROOM ALTERATIONS

Tenant shall make no alterations, additions or improvements to the Room (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining the express written consent of the Landlord.

15. INSURANCE

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

16. ENTRY FOR REPAIRS OR SHOW

In addition to the rights provided by the laws applicable to the State of Maine, the Landlord shall have the right to enter the Room at all reasonable times for the purpose of inspecting the and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by the Landlord for the preservation of the Room or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Agreement. The Landlord shall give reasonable notice of intent to enter Room except in the case of an emergency.

17. QUIET ENJOYMENT

The Tenant shall be entitled to quiet enjoyment of the Room for the term of this Agreement provided that the Tenant pays rent in a timely manner and performs all covenants and obligations under this Agreement.

18. POSSESSION AND SURRENDER OF THE ROOM

At the expiration of the Agreement Term, Tenant shall immediately surrender the Room to the Landlord in the same condition as at the start of the Agreement, reasonable wear and tear elements excepted. The Tenant shall return a complete set of keys to the Landlord and provide in writing, the Tenant forwarding address. If any Tenant remains on the Room after the expiration or termination of this Agreement without the Landlord written permission, the Landlord may recover possession of the Room in the manner provided for by law.

19. ABANDONMENT

Abandonment is defined as absence of the Tenant from the premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid - whereupon Tenant will be considered in breach of this Agreement. If Tenant abandons the Room during the term of this Agreement, the Landlord may enter the Room by any legal means,

without being liable for such entering, and without becoming liable to the Tenant for damages caused upon entering. Landlord may consider any personal property belonging to the Tenant and left on the property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord deems proper without becoming liable to the Tenant for doing so.

The Landlord may at its option terminate the Agreement and re-let the Room, and may receive and collect all rent payable by virtue of such re-letting. Had this Agreement continued in force, the Landlord may hold the Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term and the net rent for such period realized by the Landlord by means of the re-letting.

20. LEGAL FEES

If the Tenant is in breach of this Agreement, and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenant for any reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement by the Tenant.

21. WAIVER

The Landlord's failure to enforce or insist on compliance with any provisions of this Agreement shall not be deemed a waiver nor a limitation of the Landlord's right to enforce or insist on compliance with the provisions of this Agreement.

22. BINDING EFFECT

Except as otherwise provided in this Agreement, all of the covenants, conditions, and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors, and assigns of the parties.

23. HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

24. ASSIGNMENT, SUB-LET AND LICENSE

The Tenant shall not assign, sub-let or license any part of the Room. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the Landlord option, terminate this Agreement.

25. AMENDMENT OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be amended, modified, extended, or supplemented except by written instrument executed by the Landlord and Tenant. The Landlord has made no representation or warranty to Tenant except as herein expressly set forth.

27. SEVERABILITY

Should any conflicts arise between any party of this Agreement and the applicable legislation of the State of Maine, the State Laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement.

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

29. ADDITIONAL PROVISIONS

This lease agreement is based on a room rental on 799 Forest Avenue, Portland, Maine between BSM Properties Limited Partnership and to do a business as Hair salon only. No other businesses are allowed.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Landlord:	Tenant:
Signature: Soften Um Signature	Signature: 48 1812
Print: Sotheran Duna Sang	Print: SOKUNTHEA BILDDEAU
	2-15-09
Dated: February 20, 2009	Type of PD: DL / ME 20#: 7204285
	2D#: 7204285
	DOZ: 1/8/09
	DOE: 1/08/2017
	Name: Bitodeau, Sokunthea 5