

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION

PERMIT

Permit Number 10000882

PERMIT ISSUED
APR 27 2004
CITY OF PORTLAND

This is to certify that Wojcik Joseph B Jr /Applica
has permission to Self-serve Dog Wash/ Retail apply /ter fit-up
AT 985 Forest Ave 142 B015001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification inspection must give and written permission procure before this building or part thereof is occupied or closed-in. **HEAR NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS
Fire Dept. *[Signature]*
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0382	Issue Date: PERMIT ISSUED APR 27 2004	CBL: 42 B015001
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Location of Construction: 985 Forest Ave	Owner Name: Wojcik Joseph B Jr	Owner Address: 2 Juniper Ln	Phone:
Business Name:	Contractor Name: Applicant	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B2
Past Use: Vacant office	Proposed Use: Self-serve Dog Wash/ Retail Supply /tenant fit-up	Permit Fee: \$105.00	Cost of Work: \$1,000.00
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	CEODistrict: 4
Proposed Project Description: Self-serve Dog Wash/ Retail Supply /tenant fit-up		INSPECTION: Use Group: S Type: 3B 4/26 Signature: [Signature]	Signature: [Signature]
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____	

Permit Taken By: Idobson	Date Applied For: 04/08/2004	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>Separate permits are required for any new signage</i></p> <p><i>ok with conditions</i></p> <p>Date: 4/20/04</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>
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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 _____

SI 12/04 Close in. Checked plumbing + Framing. OK. to Close
Subject to M. Collins inspection JN

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-0382	Date Applied For: 04/08/2004	CBL: 142 B015001
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Location of Construction: 985 Forest Ave	Owner Name: Wojcik Joseph B Jr	Owner Address: 2 Juniper Ln	Phone:
Business Name:	Contractor Name: Applicant	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Self-serve Dog Wash/ Retail Supply /tenant fit-up	Proposed Project Description: Self-serve Dog Wash/ Retail Supply /tenant fit-up
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 04/20/2004

Note: **Ok to Issue:**

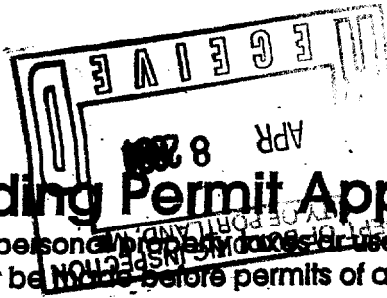
- 1) There shall be no kennels inside or outside. The use of kennels related to your approved use is not approved with this permit.
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 04/26/2004

Note: **Ok to Issue:**

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 04/21/2004

Note: **Ok to Issue:**



All Purpose Building Permit Application

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

Location/Address of Construction: 981 FOREST AVENUE		
Total Square Footage of Proposed Structure EXISTING STRUCTURE (980)	Square Footage of Lot 980 (857 interior floor space)	
Tax Assessor's Chart, Block & Lot Chart# 142 Block# B-015 Lot# 002	Owner: Joseph B Wojcik	Telephone: 773-4206
Lessee/Buyer's Name (if Applicable) MARK ALAN GOODWIN GREG ALAN GOODWIN	Applicant name, address & telephone: MARK + GREG GOODWIN 18 CLIFTON ST APT 3 PORTLAND OREGON 97201 207-415-5707	Cost Of Work: \$ 1,000.00 Fee: \$ 30.00
Current use: CURRENTLY VACANT		
If the location is currently vacant, what was prior use: DRIVING SCHOOL CLASSROOM 10500		
Approximately how long has it been vacant: ± 3 months		
Proposed use: SELF-SERVE DOG WASH AND RETAIL SUPPLY Change of use		
Project description: SEE ATTACHMENT		
Contractor's name, address & telephone: SAME AS APPLICANT		
Who should we contact when the permit is ready: Mark Goodwin		
Mailing address:		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: (207) 415-5707		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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 the 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: Mark Goodwin	Date: 4/6/04
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the

T. J. at
Tanya
5.10

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 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.

Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. ~~Jay Reynolds~~, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

Footing/Building Location Inspection: Prior to pouring concrete

Re-Bar Schedule Inspection: Prior to pouring concrete

Foundation Inspection: Prior to placing ANY backfill

Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]
Signature of Applicant/Designee

4/28/04
Date

[Signature]
Signature of Inspections Official

4/28/04
Date

CBL: 142 B015

Building Permit #: 040 382

[Handwritten initials]



Change of Use/Interior Renovation Summary
Portland Dog Wash
981 Forest Avenue, Portland, Maine

Portland Dog Wash (co-owners Mark and Greg Goodwin of 18 Clifton Street, Apartment 3, Portland, Maine) is located in an existing structure at 981 Forest Avenue in Portland, Maine, and is occupied under a lease agreement (attached) with the owner of the building, Income Property Management of 200 Anderson Street Portland, Maine. The Portland Dog Wash will be a self-serve dog wash facility and retail dog supply store. The facility will include a total of five, partitioned, self-serve bathing stations and a retail section. The existing space was previously used as a classroom by The Greater Portland Driving School.

The interior portion of the building is 857 square feet in size. The building has two existing windows in the front and existing doors in both the front and the back. Renovations inside the facility will include a series of partial walls that will form five separate stalls (see attached floor plan) that will be 8 feet wide. These walls will not provide or change the structural integrity of the building. Each wall will be 4 inches wide and 5' 6" tall. The existing height of the ceiling is 7 ½ feet. No other walls will be constructed. Access to and from the stalls will be 3 feet or wider. Plumbing and electrical work will be performed by certified professionals. Appropriate permits to perform plumbing and electrical work will be obtained by the contractor(s) prior to the start of work. No work will be performed until a building permit is granted by the City of Portland to the applicants.

Standard Form Lease

98 1 Forest Ave Portland Maine

LEASE made this April 1, 2004 by and between Income Property Management ("Landlord"), with a place of business at 200 Anderson Street Portland Maine 04101 and Mark Alan Goodwin & Greg Alan Goodwin, 18 Clifton Street Apt 3 Portland Maine 04101 -D/B/A PORTLAND DOG WASH (Tenant") with a place of business at 98 1 Forest Ave Portland Maine 04103

WITNESSED:

1. PREMISES LEASED. Landlord does hereby lease to Tenant, and Tenant does hereby lease From Landlord, approximately 980+- square feet of space at 981 Forest Ave Portland Maine 04103 ("Leased Premises") and Located in Cumberland County, together with the right to the nonexclusive Use in common with others of all such parking areas, driveways, corridors, Sidewalks and loading facilities and other common areas, and facilities as may Be designated by the Landlord.
2. TERM. The term of this Lease shall be for Thirteen Months commencing April 1, 2004.
3. RENT. Tenant covenants and agrees to pay a monthly rent on the FIRST day of each month during the term of said lease, without setoff or deduction. For Period 4/1/04 to 4/30/05 \$900.00 per month.

Tenant agrees to pay the rent on the First day of each Month and a \$5.00 per day Late Fee after the Fifth Day and other charges covered under this agreement to Landlord.

(a) Triple Net Expenses are included in Rent

(b) RENT COMMENCEMENT 5/01/04.

(c) SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$900.00 which deposit will represent the Security Deposit due under the Lease. Said deposit will be returned to Tenant without interest at the end of the lease term, provided the premises are left in good repair "broom clean" and provided the Tenant is not been in default of the Lease.
4. REAL ESTATE TAXES. Are included in rent.
5. MAINTENANCE OF COMMON AREAS. Landlord shall cause all common areas including the structure, the exterior areas of the building and the Complex,

25-0

981
FOREST
AVENUE

BATHROOM

OFFICE
- F 3

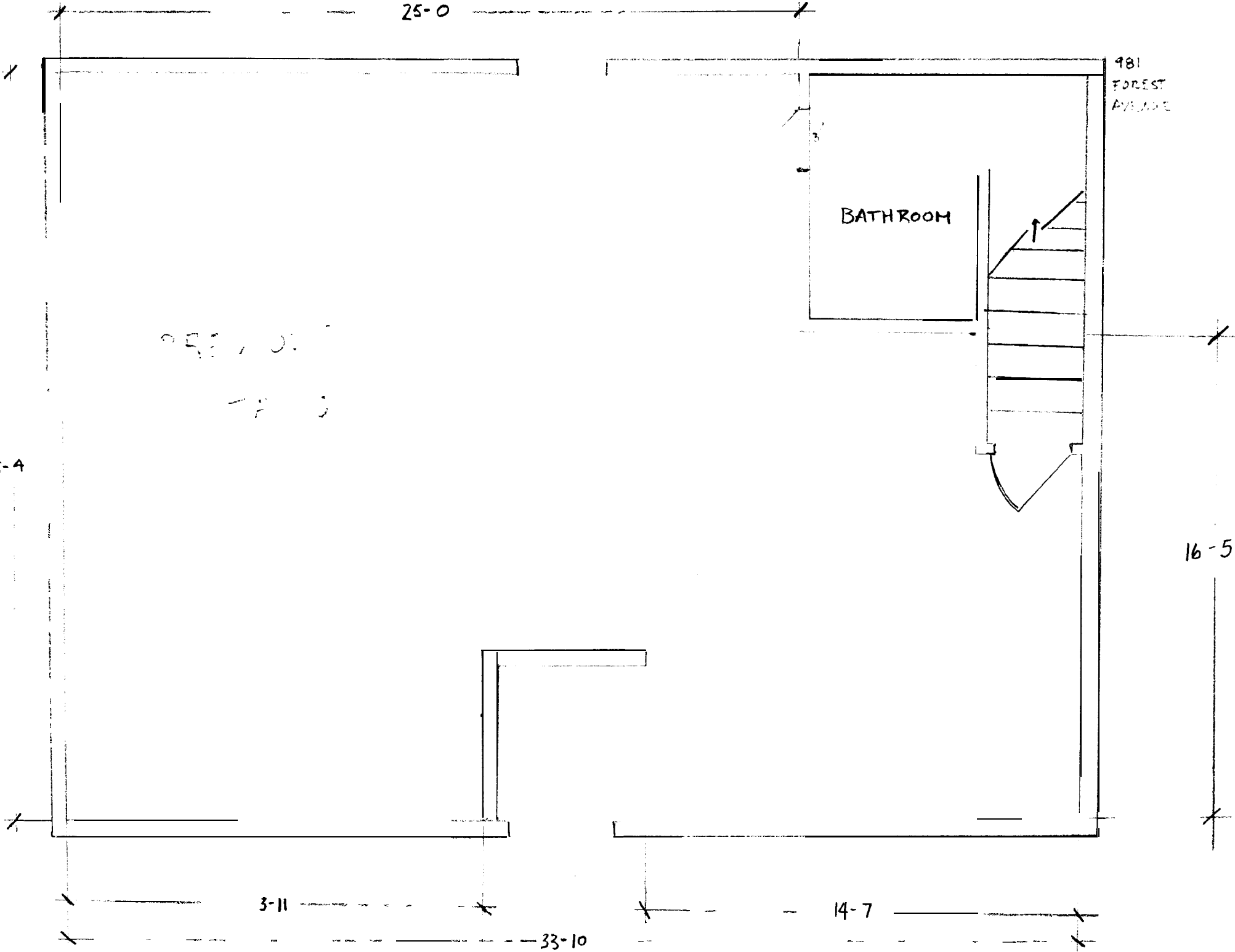
25-4

16-5

3-11

14-7

33-10



25-0

PORTLAND DOG WASH

981
FOREST
AVENUE

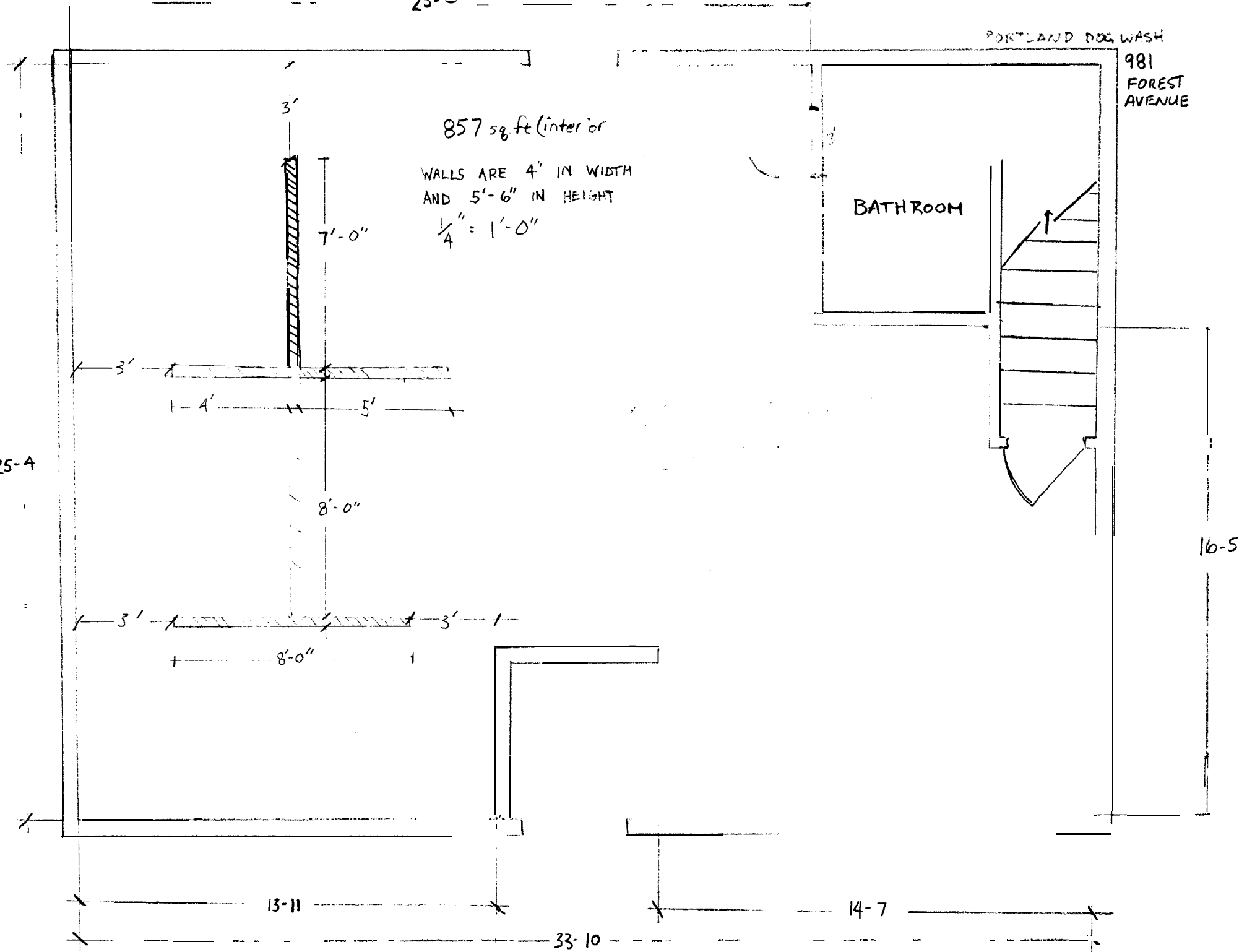
857 sq ft (interior)

WALLS ARE 4" IN WIDTH
AND 5'-6" IN HEIGHT

$\frac{1}{4}" = 1'-0"$

BATHROOM

25-4



13-11

14-7

33-10

16-5

parking facilities and sidewalks, and lighting thereof, to be maintained in reasonably good repair and clean condition during the term of this Lease.

6. UTILITIES. Utilities, used or consumed on the Leased Premises including, but Not limited to, gas steam, electricity, oil, rendered or supplied upon or in connection with the Leased Premises are paid by tenant. Heat for rental unit is not separately metered. Water for Unit will have a sub meter installed by tenant for a separate billing and payment by tenant.
 - (a) UTILITY EXPENSES are reported to tenant if per lease on a yearly basis and and paid monthly at the amount of \$58.00 per month for year One of said lease.
7. USE OF LEASED PREMISES. It is understood and agreed by Tenant that the Leased premises shall be used and occupied by Tenant only for the purpose(s) of a Self serve Dog Wash & Retail Sales of Dog Products. . _____
8. MAINTENANCE AND REPAIR. Tenant shall at all times maintain the leased Premises in the same order and repair as they are in at commencement of term, Except as specifically, set forth by the Landlord. (ALL DAMAGE TO FACILITY BY TENANT SHALL BE REPAIRED AND DIRECT BILLED TO TENANT DURING THE LEASE TERM.) Tenant shall be responsible for ail plate glass.
9. SIGNS. Signage to be installed on building if any by Landlord to complex and Local ordinance standards and size and reimbursed directly by tenant if applicable
10. INSURANCE. Landlord shall maintain a policy of Fire and extended coverage Insurance on the leased premises in such amounts and with such companies as shall from time to time be satisfactory to Landlord.
 - (a). TENANT shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to Landlord, but in no event having a combined single limit of less than \$1 ,000,000.00 (Tenant shall supply Landlord with a certificate of insurance and showing Landlord and Tenant insurance in sufficient amounts.
 - (b) Insofar as and to the extent that the following provision my be effective without Invalidating or malting it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium my result there from) Landlord and Tenant mutually agree, to extent of the insurance coverage only, that with respect carried by them, respectively, the one carrying such insurance then suffering aid loss released to other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall

reimburse the party paying such premium the amount of such extra premium. If at the written request of on party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in the Paragraph shall be deemed to modify or otherwise effect release elsewhere herein contained of either party for claims.

11. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold Landlord Harmless from and against any and all claims for injury to persons or damage to property in or about the T-leased premises arising in any way from the use or condition of the Leased premises: and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, etc., designated by such terms under any laws ordinances or regulations, whether federal state or local. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord from and against any and all claims, loss, injury, harm, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that tenant fails to comply with any of the provisions contained in this paragraph. The terms of the paragraph shall expressly survive the expiration or earlier termination of this lease

(b) Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic Waste or substance upon the premises which is prohibited by federal, state or local statutes, ordinances, or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities including reasonable attorneys fees or cleanup costs arising out of Tenant's handling, storage or disposal of any such hazardous or toxic wastes or substances on the premises.

12. ASSIGNMENT AND SUBLETTING. Tenants shall not assign this lease or sublet the leased premises or any part thereof, except with written permission from Landlord. Such permission shall not be unreasonably withheld.

13. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY.

In the event that the 'Leased Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Leased premises are thereby rendered wholly untenable the lease shall be terminated.

14. TENANTS'S PROPERTY. All merchandise, furniture, fixtures, effects and Property of every kind, nature, or description of Tenant and of all persons claiming through or under Tenant which may be the Leased premises during the term or any occupancy by Tenant thereof: shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, Water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes and roof leakage or from any other cause, no part of said loss or damage is to be born by Landlord.

15. **DEFAULT.** If tenant shall neglect or fail to make any rental payment within five (5) days after its due date. or if Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Tenant's covenant's agreements or obligation within thirty (30) days after date of notice of such default by Landlord (or having commenced to cure), if Tenant shall be in default in the performance or observance of any covenant, agreement, or condition in this Lease contained on its part to be performed or observed other than obligation to pay money. and shall not cure any such default as provided herein, Landlord may, at its option. without waiving any claim for damages for breach of this Lease, at any time thereafter. Cure such default for account of Tenant; any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of 'Tenant. and Tenant agrees to immediately reimburse Landlord therefore. including reasonable attorneys fees as additional rent, or save Landlord harmless there from. In addition in the event of and unsecured default the Landlord may declare this lease in default in the terms of this lease and Landlord may terminate this lease and the Tenant shall thereupon immediately vacate the premises. Tenant shall be responsible for in addition to the Landlords lost rent, all expenses incurred by Landlord in eviction Tenant, Including but without limitation including reasonable attorneys fees and reasonable brokers fees andy any monies collected from departing tenant.
16. **LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to Enter the Leased Premises at reasonable times for the purpose of inspection the same. showing the same to prospective purchasers, lenders, or lessees, and making such alterations. repairs, and improvements.
17. **HOLDING OVER.** IF the Lessee retains possession of the Premises or any part Thereof after the termination of the term the Lessee shall pay the Lessor ~~rent at~~ double the monthly rate specified in Paragraph #3 for the time the Lessee thus remains in possession of the premises, or turns into a new one year lease at Landlords sole discretion.
18. **SUBORDINATION.** Tenant agrees that this lease is, and shall be subordinate to All of Landlords mortgages on the premises whether new, or existing, hereafter placed on the premises in the future. And agrees to execute subordination and attornment agreements in the future, at the request of the Landlords mortgage holder. such cooperation is to bc at no cost to Tenant or Landlord. Landlord agrees that so long as tenant subordinates to mortgage and not in default under this lease then tenant may not bc disturbed even in foreclosure.
19. **PARKING:** Will be provided in the parking lot adjoining the premises For use by Lessee and its employees and invites. All parking is controlled by Landlord.

20. TERMINATION FOR CAUSE: Landlord may terminate this lease at anytime for good cause which shall include any breach of the covenants and conditions of this lease including Tenant. Tenant is not to store or have overnight Animals or Pets and not to cause a Nuisance on site. Tenant is to keep premises and equipment clean and in working order, and to discard garbage, rubbish and dirt only in proper containers and not store in rental unit.

21. IMPROVEMENTS: Tenant is taking the rental space as is were is all improvements to space is to be done to space with landlords written approval

22. RENEWAL OPTION: A one time renewal option to renew said lease is given to tenant. It will be fore a One (1) year time at the then market rate but no less then the rental rate of the final years rent of the original lease term. For tenant to exercise the renewal option tenant must send a certified letter to landlord at least three (3) months prior to expiration of initial lease term. And only if tenant is in full compliance with current lease.

WITNESS the execution hereof, under seal, in any number of counterpart Copies. each of which counterpart copy shall be deemed an original for ail purposes. as of the day and year first above written.

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations. the receipt of which I hereby acknowledge

I MARK ALAN GOODWIN of 18 CLIFTON ST APT 3.

I GREG ALAN GOODWIN of 18 CLIFTON ST APT 3

Do hereby personally and individually guarantee the full and faithful performance Of all conditions aforementioned imposed upon the Lessee in the foregoing lease.

Greg Goodwin
Witness

Landlord

By J.B. Dyer

Tenant

By Mark Alan Goodwin 4/2/04

J.B. Dyer
Witness 4/2/04

By Greg Goodwin 4/2/04



CITY OF PORTLAND, MAINE
Department of Building Inspections

4. 8. 2004

Received from Greg Goodwin

Location of Work 981 Forest Ave

Cost of Construction \$ _____

Permit Fee \$ 30 + 75 cop

Building (IL) Plumbing (IS) Electrical (I2) Site Plan (U2)

Other _____

CBL: 142 B 015

Check #: 961

Total Collected \$ 105.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

[Handwritten signature]