



Permitting and Inspections Department  
 Michael A. Russell, MS, Director

Reviewed for Code Compliance  
 Permitting and Inspections Department  
 Approved with Conditions

03/14/2019

**PARKS & RECREATION, TRANSPORTATION, AND WASTEWATER IMPACT FEE FORM**

Please note that impact fees will not be assessed for projects that have been granted site plan approval prior to December 19, 2018.

Under the City's adopted ordinance, impact fees apply to any building permit application which results in: (a) an increase in the number of residential dwelling units or hotel rooms; (b) an increase in non-residential building square footage; (c) an increase in the number or size of water meters, or (d) a change of use which results in an increase in impact on municipal facilities, based on the use types below.

You do not need to complete the form below if all of the following apply to the project:

1. There is no proposed change to the total non-residential floor area;
2. There is no change to the use category (as listed below in the Land Use Information table);
3. There is no net increase in number of residential dwelling units or hotel rooms; and
4. There is no change to the number or size of water meters.

Applicant Name Maxwell K. Chitheta

Project Address 570 Brighton Avenue Chart/Block/Lot (CBL) \_\_\_\_\_

1. Is this building permit application for an affordable housing project?  Yes  No  
 If yes, what percentage of the units in the project are workforce or affordable units? \_\_\_\_\_ %
2. Has the site been occupied by a legally established and operating use in the last 12 months?  Yes  No
3. Have you previously requested or received an impact fee modification for this project?  Yes  No  
 Note: A fee modification may only be granted in certain circumstances as defined in the Impact Fee Ordinance. For more information, see here.

**4. Existing and Proposed Land Use Information**

If this building permit application involves a new use or change of use, please complete the following table. If no new use or change of use is proposed, then indicate not applicable/no change in the column at the right.

Use	Unit of Measure	Total Existing	Total Proposed for Project*	N/A No Change
Single- or two-family residential	Units			<input type="checkbox"/>
Multi-family residential	Units			<input type="checkbox"/>
Retail/Services	SF of Gross Floor Area			<input checked="" type="checkbox"/>
Office	SF of Gross Floor Area			<input type="checkbox"/>
Industrial	SF of Gross Floor Area			<input type="checkbox"/>
Institutional	SF of Gross Floor Area			<input type="checkbox"/>
Hotel	Rooms			<input type="checkbox"/>

\*Total Proposed shall include any existing units or floor area to remain and any additional units or floor area to be created or converted.



Permitting and Inspections Department  
Michael A. Russell, MS, Director

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

03/14/2019

5. Existing and Proposed Water Meter Information - Submit capacity letter or other documentation from Portland Water District regarding water meter size, with this form. If you have questions about the water meter size needed for your project, please contact the Portland Water District at 761-8310.

Meter size (in inches)**	Capacity Ratio	NUMBER OF METERS	
		Total Existing	Total Proposed for Project*
5/8	1.00		
3/4	1.50		
1	2.50		
1 1/2	5.00		
2	8.00		
3	16.00		
6	50.00		
8	80.00		

No Change

\*Total Proposed shall include any existing water meters to remain and any additional water meters to be added.

\*\*If your water meter is of a size not listed on the table above, please contact the Permitting and Inspections Department at 874-8703.

6. I hereby certify that the details furnished on this form are true and accurate to the best of my knowledge and I undertake to inform you of any changes therein.

Applicant Signature [Signature] Date 02/11/2009


 Permitting and Inspections Department  
 Michael A. Russell, MS, Director

## Policy on Requirements for Stamped or Sealed Drawings

**\*\*Please note: This policy will take effect on September 18, 2017. All applications submitted after that date shall comply with the following requirements.\*\***

In order to safeguard life, health and property and to streamline the plan review process, the Permitting and Inspections Department has established this policy, enacting requirements for stamped or sealed drawings for construction projects within the City of Portland.

Due to the increase in construction activity in the City as well as the growing number of projects involving the redevelopment of existing buildings, noncompliant structures and innovative business models that do not easily fit into the standards of the zoning ordinance or building and life safety codes, the plan review process has become more complex and time consuming. The complexity of construction projects and the need to understand and comply with multi-faceted codes, necessitates a licensed design professional be involved in the preparation of plans, in order to provide the appropriate code information and allow for plan reviews to be conducted in a timely manner.

Stamped or sealed drawings, when required, shall be prepared, signed and dated by an architect or professional engineer duly authorized and licensed to practice in the state of Maine. The following types of construction projects will require drawings to be prepared and stamped or sealed by an architect and/or engineer, prior to the issuance of a building permit:

- All new commercial buildings, regardless of occupancy type or size.
- All new residential buildings other than one or two-family dwellings.
- Any alteration or addition to an existing commercial or residential (other than one- or two-family dwellings) structure in which any of the following circumstances occur:
  - Change of occupancy as defined in the 2009 International Existing Building Code.
  - Major mechanical, plumbing or electrical changes or additions.
  - Structural additions or alterations that could potentially affect any components of the structural system or safety of the building or its occupants (including new walls or partitions or alteration that could affect egress).
  - Involves a structure or tenant space greater than 2000 square feet.
  - Any project deemed by the City of Portland Permitting and Inspections Department to require a licensed design professional.

*No N/A  
change*



Permitting and Inspections Department  
Michael A. Russell, MS, Director

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

03/14/2019

## Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up\*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist (this form)
  - Impact Fee Form and documentation from Portland Water District (refer to form for details and applicability)
  - Plot plan/site plan showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
  - Proof of Ownership or Tenancy (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
  - Key plan showing location of the area(s) of renovation within the building footprint and adjacent tenant uses
  - Life Safety Plan drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
  - Existing floor plans/layouts drawn to scale, including area layout, removals, exits and stairs
  - Proposed floor plans/layouts drawn to scale, including dimensions, individual room uses and plumbing fixtures
- Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated Policy on Requirements for Stamped or Sealed Drawings.*

Additional plans may also require the following (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story including removal of walls and materials
- Construction and framing details including structural load design criteria and/or non-structural details
- New stairs showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types including listed fire rated assemblies
- Sections and details showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules (include window U-factors)
- Accessibility features and design details including the Certificate of Accessible Building Compliance
- Project specifications manual
- A copy of the State Fire Marshal construction and barrier free permits. For these requirements visit:  
[http://www.maine.gov/dps/fmo/plans/about\\_permits.html](http://www.maine.gov/dps/fmo/plans/about_permits.html)

Food service occupancies require additional plans and details for review, such as occupant load per square foot area for tables and chairs (both inside and outside), number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: [http://www.alphaonenow.org/userfiles/resto\\_access\\_sheet.pdf](http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf)

Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.

\*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.



Permitting and Inspections Department  
Michael A. Russell, MS, Director

### Certificate of Accessible Building Compliance

All facilities for the use of a public entity shall be readily accessible by individuals with disabilities.

Project Name: L'Africana Store

Project Address: 570 Brighton Av Portland, ME 04102

Classification:  Title II (State/Local Government)

Title III (Public Accommodation/Commercial Facility)

**New Building**

- Americans with Disabilities Act (ADA)
- Maine Human Rights Act (MHRA)
  - Barrier Free Certification (\$75,000+ scope of work)
  - State Fire Marshal Plan Review Approval

**Alteration/Addition**

- Existing Building Completion date:
  - Original Building: \_\_\_\_\_
  - Addition(s)/Alteration(s): \_\_\_\_\_
- Americans with Disabilities Act (ADA) Path of Travel  Yes  No
- Maine Human Rights Act (MHRA)
  - Exceeds 75% of existing building replacement cost
  - Barrier Free Certification (\$75,000+ scope of work)
  - State Fire Marshal Plan Review Approval

**Occupancy Change/Existing Facility**

New Ownership – Readily Achievable Barrier Removal: N/A "None"

**Residential**

- Americans with Disabilities Act (ADA)
- Fair Housing Act (4+ units, first occupancy)
- Maine Human Rights Act (MHRA)
  - Covered Multifamily Dwelling (4+ units)
  - Public Housing (20+ units)
- Uniform Federal Accessibility Standards (UFAS)
- None, explain: \_\_\_\_\_

**Contact Information:**

Design Professional: \_\_\_\_\_

Signature  
(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Maine Registration #: \_\_\_\_\_

Owner: Maxwell K. Chikuta  
for L'Africana store

Signature  
(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)

Name: Maxwell K. Chikuta

Address: 570 Brighton Av #10A  
Portland, Maine 04102

Phone: (207) 807-5210



## Agreement of Lease

This Agreement of Lease, made as of this 1st day of January 2019, between BIPED DEVELOPMENT LLC, a Limited Liability Corporation, whose address is 570 Brighton Avenue, Portland, Maine 04012, (hereinafter referred to as Lessor), and AFRICANA STORE, whose address is 570 Brighton Avenue, Portland, Maine 04102 (hereinafter referred to as Lessee). Africana Store is a single-member LLC owned by Maxwell Chikuta who is also a party to this lease.

- 1. Premises:** The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:

(a) Being all of the first-floor commercial space located in the building at 570 Brighton Avenue, Portland, Maine, as shown on the schematic attached hereto marked Exhibit A, and by reference made a part hereof, containing approximately 700 square feet, hereinafter referred to as "leased premises."

(b) Together with the right to use in common with Lessor, its employees, invitees, and customers, and Lessor's other tenants and their employees, invitees, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.

(c) Lessee acknowledges that (1) Lessee has inspected the leased premises and hereby accepts same in "as is" condition, and (2) Lessor has made no warranties and/or representations regarding the condition of the leased premises.

- 2. Lease Term:** The term of this Lease shall be for *one year* commencing on January 1, 2019 and terminating on December 31, 2019. Lessee will have the option, no less than 30 days prior to the expiration of the first lease year, to extend this lease for up to one additional year, with an increase in the monthly rent not to exceed ten percent.
- 3. Rent:** The monthly rental rate is fixed at \$725.00 per month. The first rent payment of \$725.00 shall be paid at the signing of this lease. Rent shall thereafter be due and payable without presentation of an invoice on the first day of each month beginning February 1, 2018, and monthly thereafter until this agreement is terminated. The payment shall be made to Biped Development LLC, 570 Brighton Avenue, Portland, ME 04102. The total rent due for this lease is \$8700.00 (eight thousand seven hundred dollars).



4. **Late Fee:** If the rent is late by more than 5 business days, a late fee of four percent (4%) of the monthly rent shall be due in addition to the monthly rent specified in paragraph 3 of this agreement.
  
5. The Lessee shall use said premises for a retail food store. Lessee shall comply with all present and future laws or ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or in-crease the cost of any of Lessor's fire and extended coverage insurance, or which may be hazardous to the property of the Lessor or other tenants of Lessor's building, their agents, servants, employees, and customers. Notwithstanding the foregoing, Lessee's effecting an increase in the cost of any of Lessor's fire and extended insurance is curable by Lessee's payment of such increase in cost.
  
6. **Repairs, Maintenance, and Changes by Lessee**
  - (a) Except as hereinafter provided, Lessee shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Lessee, at Lessee's expense, may make alterations, installations, additions or improvements which are non-structural, and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Lessee shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any govern-mental or quasi-governmental bodies and (upon completion) certificates of final approval and/or con-trolled inspection reports, as the case maybe, with respect thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Lessee agrees to carry and will cause Lessee's contractors and sub-contractors to carry such workman's compensation, general li-ability, personal and property damage insurance as Owner may reasonably require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Lessee, whether or not done pursuant to this article, the same shall be discharged by Lessee within thirty days thereafter, at Lessee's expense, by filing the bond required by law. All fixtures and all paneling, security systems, partitions, railings and like installations, installed in the premises at any time, either by Lessee or by Owner in Lessee's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by written notice to Lessee elects to relinquish Owner's right thereto and to have them removed by Lessee, in which event the same shall be removed from the premises by Lessee prior to the expiration of the lease, at Lessee's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Lessee's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the demised premises or upon removal of other installations as may be required by Owner, Lessee shall immediately and at its expense and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be



03/14/2019

removed, by Lessee at the end of the term remaining in the demised premises after Lessee's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Lessee's expense.

(b) All alterations shall be made and performed in full compliance with (i) the Building Code and (ii) all reasonable standards and practices adopted by Owner for fire safety in the Building. No alteration shall affect all or any part of the fire alarm and communication system installed in the Demised Premises un-less Owner's approval and consent is first obtained.

(c) Anything in this Article to the contrary notwithstanding, Owner will not unreasonably withhold or delay approval of written requests of Lessee to make nonstructural interior alterations, decorations, additions and improvements (herein referred to as "alterations") in the Demised Premises, provided that such alterations do not affect utility services or plumbing and electrical lines or other systems of the building, and provided that all such alterations shall be performed in accordance with the following conditions:

(i) All such alterations which must be filed with the Department of Buildings of the City of or any division thereof or which, if no such filing is required, shall be reasonably anticipated to cost more than \$500.00 shall be performed in accordance with detailed plans and specifications first submitted to Owner for its prior written approval.

(ii) All alterations shall be done in a good and workmanlike manner. All alterations shall be done in compliance with all other applicable provisions of this Lease, the reasonable rules in force from time to time as set forth by Owner for alterations and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction; and Lessee shall, prior to the commencement of any such alterations, at its sole cost and expense, obtain and exhibit to Owner any governmental permit required in connection with such alterations. Notwithstanding the foregoing, Owner may elect, at Lessee's expense, to file such plans and obtain such permits relating to Lessee alterations as Owner deems necessary. Whenever Lessee shall submit any plan, agreement or other document for Owner's review, consent or approval, Lessee agrees to pay owner, promptly after demand, as additional rent, a reasonable processing fee equal to the amounts incurred by Owner in connection therewith.

(iii) Lessee shall comply with such conditions as to the guaranty of completion and payment and of restoration as Owner may reasonably consider advisable given the nature and cost of the proposed alterations.

(iv) Except as arising in connection with work performed by Owner or its contractors at Owner's expense, Lessee shall keep the building and the demised premises free and clear of all liens for any work or material claimed to have been furnished to Lessee or to the demised premises.





03/14/2019

(v) Prior to the commencement of any work by or for Lessee, Lessee shall furnish to Owner certificates evidencing the existence of the following insurance:

A. Worker's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Owner, Lessee or the demised premises.

B. Broad form comprehensive general liability insurance naming Owner, its designees, and Lessee as insureds, such insurance to afford protection in an amount of not less than One Million (\$1,000,000) Dollars combined single limit for damage to property and for injury or death arising out of any one occurrence. Lessee, at its sole cost and expense, shall cause all such insurance to be maintained at all times when the work to be performed for or by Lessee is in progress. All such insurance shall be underwritten by reputable insurance companies authorized to do business in, a rating of not less than A, Class 13 in Best's Key Rating Manual (or a similar impartial publication selected by Owner if said publication is no longer published) which are reasonably acceptable to Owner and all policies, or certificates thereof, is-sued by the insurer and bearing notations evidencing the payment of premiums, shall be promptly delivered to Owner. Anything herein to the contrary notwithstanding, the foregoing insurance may be maintained in one or more policies of primary and umbrella or excess liability policies so long as the nature, scope and limits of coverage herein required are not violated.

(vii) All work to be performed by Lessee shall be done in a manner which will not unreasonably interfere with or disturb other tenants and occupants of the building.

(vii) Lessee may make decorative and non-structural alterations not affecting the building systems and which do not require any filing with the Department of Buildings without the consent of Owner.

#### **7. Indemnity, Liability Insurance, Building Insurance, Waiver of Subrogation**

(a) The Lessee hereby indemnifies and agrees to hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons for damages arising out of the Lessee's use of the leased premises, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorney's fees incurred in connection therewith.

(b) Lessee shall, during the entire term of this Lease and any renewal hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by Lessee.

(c) Lessor, at its sole cost and expense, agrees to keep the building and improvements (including the leased premises) insured against loss or damage by fire or other



03/14/2019

casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s).

(d) Lessor agrees, to the extent it is then obtainable from any financially responsible insurance company, that its insurance policies for fire and extended coverage covering the building and the proposed property fixtures and equipment located thereon or therein belonging to Lessor, will contain in substance the following endorsement:

This insurance shall be invalidated should the insured waive, in writing prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein. Provided such endorsement is obtained, Lessor agrees that it will not make any claim against, or seek to recover from, Lessee for any loss or damage to the building and/or the personal property fixtures and equipment of Lessor located thereon or therein, by such fire or the perils of the extended coverage insurance within the scope of the aforesaid policies, whether or not the loss or damage is due to carelessness or negligence of Lessee, its servants, agents, and employees. If, as a condition of making the aforesaid endorsement available to it, the insurance carriers of Lessor shall require the payment of an additional premium over and above the normal and standard premiums for the coverage involved, Lessor will notify Lessee to such effect, and if Lessee shall require that the endorsement be contained in Lessor's policies, then Lessee shall pay such additional premium cost.

**8. Occupancy and Subletting and Assigning:** The Premises shall be for a retail business. Only the identified tenant, as signed below, shall occupy the Premises. There shall be no subletting or assignment of this agreement without the written consent of the Lessor.

**9. Default.**

(a) If the Lessee shall, at any time, be in default of the payment of either rent or any payments required of Lessee hereunder or any part thereof, for more than 14 days after the same shall be due hereunder, regardless of whether demand has been made therefor, or if Lessee shall be in default of any of the other covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than 14 days after the giving of written notice by the Lessor to the Lessee of such default, or if Lessee shall vacate or abandon the premises, or fail to take possession of the premises and actively operate its business therein, or if Lessee shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within 30 days from the date of such appointment, then and in any such events the Lessor may re-enter the leased premises by summary proceedings or otherwise, and thereupon may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor, and may, among other remedies, elect:

(i) To re-let said premises as the agent of the Lessee, and reserve the rent therefrom,



applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the leased premises are re-let, the Lessee shall re-main liable for the equivalent of all rent and other charges provided for under this Lease, plus the reasonable cost of reletting, if any, which said amount shall be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days herein and above pro-vided; or

(ii) To terminate this Lease and immediately resume possession of the leased premises, wholly dis-charged from any obligations under the term of this lease, and may re-enter and repossess said premises, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

(b) Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease Agreement within 14 days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than 14 days are required for performance, then Lessor shall not be in default if it commences performance within such 14-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the default set forth in said notice within said 14-day period, Lessee may at his option either (i) cure such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

**10. Conditions:** The Lessee is entitled to quiet enjoyment of the premises. Lessee or shall not use the premises to disturb the quiet enjoyment or peace of any other tenant or nearby resident. Indications of objectionable tenancy include but are not limited to the following: Illegal activity in or around the premises by the Lessee or their guests; reasonable complaints by neighbors or other tenants concerning activities of Lessee or guests; Lessee failure to allow Lessor access to the premises; Serious or repeated damage to premises; Storage of unlicensed vehicles without Lessor permission; ; Failure to comply with the terms of this lease. If Lessee fails to abide by the terms of this lease, Lessor will give written notice stating the violation(s) and a time, if applicable, for curing the violation(s). If Lessee does not cure violation(s) in stated time, Lessee may face eviction proceedings.

**11. Parties' Responsibilities:** Lessor and Lessee shall pay for or provide utilities and services as follows:

Electricity: Lessee	Trash disposal: Lessee
Heat: Lessee	Snow removal: Lessor
Internet: Lessee	
Cleaning: Lessee	



Trash removal: Lessee	
-----------------------	--

03/14/2019

**12. Other Charges:** Lessee is subject to the charges and fees below:

- Lessor will provide Lessee with 1 set(s) of keys. Lessor will provide replacement keys at a cost of \$ 5.00 per key.
- A fee of \$ 35.00 shall be charged to the Lessee for each returned check.
- Lessee is responsible to pay all fees or fines charged by the City for the improper storage or disposal of the Lessee's garbage or recycling.

**13. Right to Enter:** Lessor may enter Lessee's office with reasonable prior notice of at least 24 hours in advance and at a mutually agreeable time: (a) to provide necessary or agreed on repairs or services; (b) to show the office to prospective purchasers or tenants; or (c) to conduct an inspection of the office.

Lessor may enter the office without notice to or consent from the Lessee in during emergencies such as a fire or water leak, or to make emergency repairs.

Lessee shall not install additional locks on any doors or windows, including interior doors, without written permission from Lessor.

**14. Amendments in Writing.** This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

**15. Costs and Attorney Fees:** Lessee shall pay the actual amount of all reasonable attorney fees incurred by Lessor in connection with a lawful and successful action to enforce the Lessor's rights under this lease.

**16. Notices:** All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received 3 days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: Maxwell Chikuta, at the mailing address of the Leased Premises, or such other addresses as the Lessee may specify in written notice to Lessor. Lessor agrees that any notices received from Lessee shall be deemed official communication from Lessee.



03/14/2019

**17. Signatures:** The Lessee and Lessor have each received and signed identical copies of this lease. All parties who have signed below have read and understood this lease and agree to the terms.

*[Signature]* BIPED DEVELOPMENT 2/5/19  
Lessor Date

*[Signature]* Chikuta 2/05/2019  
Lessee Date