

### Portland, Maine



## Yes. Life's good here.

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

# FAST TRACK ELIGIBLE PROJECTS SCHEDULE B

(Please note: The appropriate Submission Checklist and General Building Permit Application must be submitted with any Fast Track application.)

Type of Work:  One/two family renovations within existing shell, including interior demolition and One/two family HVAC, including boiler, furnace, heating appliance, pellet or wood One/two family exterior propane tank.  Commercial HVAC for boiler, furnace, and heating appliance.  Commercial HVAC system with structural and mechanical stamped plans.  Commercial interior demolition — no load bearing demolition.  Temporary outdoor tents and stages less than 750 square feet.  Temporary construction trailer.	
Zone:	_
<ul> <li>I certify that (all of the following must be initialed for this application to be accepted):</li> <li>I am not expanding the building, including footprint, floor area, or dormer.</li> <li>I am the owner or authorized owner's agent of the property listed below.</li> <li>I am aware that this application will not be reviewed for determination of the zoning legal use and the use may not be in compliance with City records.</li> <li>I assume responsibility for compliance with all applicable codes, bylaws, rules and regulations.</li> <li>I assume responsibility for scheduling inspections of the work as required, and agree that the inspector may require modifications to the work completed if it does not meet applicable codes.</li> </ul>	Initials SA SA SA SA SA
Project Address: 10 Twanfsais Point, A, Partland, ME ( Print Name: Samantha Apuzzio Date: 4/13	118 118



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

# **Temporary Tent or Stage Permit Application**

Please submit all of the following, as applicable:
C\ Temporary Tent or Stage Permit Application (this form, completed)
A plot plan or site plan of the property showing complete locations of tents, stage locations, exits and entrances, parking and existing building locations (including dimensions for all).
Product information and structural details for temporary stage
N/A  If the City is the property owner, a Certificate of Insurance listing the City as additionally insured. Minimum
amount of coverage is \$400,000.00.
C5 M Certificate of Flammability in compliance with NFPA 701 or applicable certificate or evidence
Contact information of the installation company
$\mathcal{N} / \mathcal{A} $ For enclosed tents, the following information shall also be provided:
On the plan, indicate a 10' wide area around the tents in which there are no buildings or combustibles stored.
If heated explain how, including fuel tank locations.
<ul><li>Indicate how power will be provided for exit signs and emergency lights, with battery backup.</li><li>Show the width of egress openings, aisle widths and exit access travel distance (not to exceed 100').</li></ul>
Fire extinguisher locations
in the land of the land
Location Address: 10 1000 FOINT, A TOXT (MG ME OR OPO)
Tax Assessor's CBL: ON Block# City owned property? OYes No
Date of Set up/Event: 5/18/18 Date of Breakdown/End of Event: 5/19/18
Owner Name: Fare-front Events, LLC Phone: (646) 421 - 0309
Address: 501 Danforth St. Portland, ME OGIOEmail: Meryl@tempenspointmaine. co
Applicant/Lessee Name (if different): Samantha APUZZIO Phone: (908) 963 - 3692
Address: 1 City Center Portland, ME 04101 Email: Sami. Aprzio@ tamsquae wedi
Project Description (include number and dimension of tents/stages):
QQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQQ
Stageline SL75, hydraulic covered Mobile Stage-20x20
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: Symantha alemos Date: 4/13/18

Review of this application will not begin until the permit payment is received. This is not a permit. Work may not commence until the permit is issued.



### Numbers and Names of Files

- C1 Temporary Tent or Stage Permit Application
- C2 A plot plan or site plan of the property showing complete locations of tents, stage locations, exits and entrances, parking and existing building locations
- C3 Product Information and structural details for temporary stage
- C4 N/A
- C5 Certificate of Flammability in compliance with NFPA 701 or applicable certificate or evidence
- C6 Written Notice of approval of owner
- C7 Contact information of installation company



Stage: 24' x 20'

Permanent Structure: 14000 sq ft. 87'x160' Entrance/Exit: 80 feet wide with retractable fencing

# Site Plan

Concerts up to 8,000



THOMPSON'S POINT AMPHITHEATER



# Permitting and Inspections Department Approved with Conditions 05/10/2018 roduct Information & Structural Details:

The stage is  $20' \times 20'$  STAGELINE SL75, hydraulic covered mobile stage provided by Odds Are Productions, LLC.





# Certification

# Stageline Mobile Stage Inc. Equipment

# Stage and Covered Sound Wings Windwalls

We, from Stageline Mobile Stage inc., certify that the component identified above has been specified by the engineering department to meet NFPA 701-04 and ULC S-109 (Standard Methods of Fire Tests for Flame Propagation of Textiles and Films).

WINDWALL AREA	1147ft <sup>2</sup> (406 6m <sup>2</sup> ) + 2 × 724ft <sup>2</sup> (67 0m <sup>2</sup> )	2 × 600ff² (6/1 1m²) + 2 × 7/7ff² (60 1m²)	2 × 20542 (74.111) 1 2 × 74/11 (03.4111)	R32H2 (59 7m2) ± 2 × 443H2 (40 4.2)	2400f2 (406 4m2) + 275f42 (76 5m2)	Z10011 (190:1111 ) 7 - Z1011 (Z0:0111) per side
MODEL	SAM-440	SAM-550	SAM-555	Covered Sound Wings St250/260	Covered Sound Wings SAM-555	
WINDWALL AREA	679ft² (63.1m²)	490ft² (45.5m²) + 2 x 198ft² (18,4m²)	566ft² (52,6m²) + 2 x 243ft² (22,6m²)	599ft² (55.6m²) + 2 x 257ft² (23.9m²)	991ft² (92.1m²) + 2 × 600ft² (55.7m²)	594ff² (55.2m²) + 2 x 288ff² (26.8m²)
MODEL	SL-100	SL-200	SL-250	SL-260	SL-320	PROMOBILE

Research & Engineering



### TOWNMED-01 **CERTIFICATE OF LIABILITY INSURANCE**

**GGALLARDO** 

DATE (MM/DD/YYYY)

4/6/2018

and THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS OVECERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 6/BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

		RESENTATIVE OR PRODUCER,								-(-//-	
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PRODUCER License # 0C36861					CONTA NAME:	CT James	Mallon				
		ork-Alliant ins Svc inc				PHONE (A/C, NO E-MAIL	Fvft:		FAX (A/C, No)		
		ork, NY 10019				E-MAIL ADDRE	ss: imalion	@alliant.co			
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		Townsquare Media, Inc.			•	INSURER C:					
		240 Greenwich Avenue				INSURER D :					
ļ		Greenwich, CT 06830				INSURE	RE:				
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ven	t: 1.	Street Eats and Beats May 19th									
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CER	TIFI	CATE HOLDER				CANCE	LLATION				<del></del>
Thompson's Point 10 Thompson's Point A						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Portland, ME 04102				AUTHORIZED REPRESENTATIVE							





Forefront Brick South, LLC. Forefront Events, LLC. Event Venue: The Depot at Thompson's Point Event date: Saturday, May 19th, 2018 Set-Up Date/Time: Friday, May 18th, 2018: Drop off/ Deliveries only around 3 PM. Saturday, May 19th, 2017 6:30 AM. Event Start Time: 12 Noon Event End Time: 5 PM Space to be cleared up to three hours after the event on 5/19/2018. Deliveries stacked on site for pick up. Event name: Street Eats & Beats Number of Expected Attendees: 4,000 Single Event or multiple days/nlghts: Single Day Event For the best event pre-planning and production, please provide, a detailed plan and desired schedule for specific times and aspects of your event. Client/Corporation ("Renter"): Townsquare Media Zip: 04101 City: Portland Address: One Clty Center-Third Floor Company: Townsquare Media Live Events Contact: Holly Keenen and Kelsey McGowan Primary Phone: : 217-822-6655 Holly Cell 207-321-4246 Kelsey Office Secondary Phone: 603-285-6009 Holly office (Cell First) Email Address: holly.keenen@townsquaremedia.com Kelsey.mcgowan@townsquaremedia.com (please email both addresses when corresponding) DEPOSIT/RENTAL FEES Rental fee(s) for your event(s) are \$4,500 Costs for Ilcenses, permits and all other third-party services, are to be paid by Renter. Admin fee for permits and license may apply. Forefront Brick South, LLC/Forefront Events, LLC is to be reimbursed for any fees on Renter's behalf. A signed contract and date-hold deposit in the amount of \$2,250 must be received by 12/1/2017 to reserve your date(s) and time(s). The date cannot be held without receipt of signed contract and deposit. \* The balance of your space rental fee is due ninety (90) days prior to your event,2/19/18\* \$5,000 flat fee associated with ticket surcharge is due 30 days before your event (4/19/18) A \$500 managed load in fee for vendors will apply an to be paid 30 days before the event (4/19/18) A refundable \$500.00 Security Deposit is also due seven (7) days prior to your event, 5/12/18. Miscellaneous costs, including bar services, catering, additional or special cleaning, furniture, and equipment rentals are due ten (10) days prior to your event, if applicable. A copy of your Special Event Liability insurance (see insurance section on page 2) is due no later than ten (10) days prior to your event, Any additional costs that arise from the event will be due upon presentation of invoice, and may be applied to the security deposit. \*Please note that all deposits on space rental are non-refundable. Your agreement to rent a Thompson's Point venue on this date means other potential events will be denied the space you have rented. Any reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full, if costs have been incurred toward that obligation. Payments should be made to Forefront Brick South, LLC or Forefront Events, LLC (for Depot events), Cash, check and major credit cards are accepted. A credit card authorization form is located on the last page of this contract. Date: //-// Acknowledged, agreed and authorized by "Renter" mon Lana - Market /Forefront Events, LLC Acknowledged and agreed by Forefront Brick South

Date:





Parking of your guest(s), attendee(s), or any vehicles associated with your event in any unauthorized location, may result in additional fee(s), vehicle disabling devices, and/or towing of vehicle(s). All costs associated with such parking enforcement, including but not limited to the cost of parking tickets, boot removal, etc., shall be borne by the owner of the vehicle in violation of parking regulations then in effect.

Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC and their affiliates, agents, officers, and employees bear no liability for damage of any kind to vehicles while on Thompson's Point.

### CATERING STANDARDS

Catering services at Brick South are provided by The Bread and Butter Catering Company of Portland, Maine. They are experienced in working at Thompson's Point and have a full selection of menus and services available for you. A separate agreement made directly with The Bread and Bulter Catering Company for services on your event date is required. A kitchen facility fee of \$500 will be due to Forefront Brick South, LLC.

If you have previously committed to another caterer, or elect to do so, you will be charged a facility fee of \$1500; your caterer must sign a vendor agreement with Brick South, provide a license and certificate of insurance, as well as provide a security deposit to serve at Brick South. This will be required a minimum of thirty (30) days prior to your event date, and fee will be charged with your security deposit.

If food trucks are the desired catering for your event, a fee of \$500 is applicable, and the kitchen facilities will not be included in your rental use. If a combination of food trucks and Bread & Butter Catering is selected, there will be a per head minimum from catering services for the event that is agreed upon to waive the \$500 fee for food truck catering; however, the \$500 kitchen facility fee will apply if caterer is using the kitchen.

Caterers must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the caterier. Failure to remove or clean will result in additional fees to caterer and will be charged to the caterer's credit card on file. (This does not apply when our catering partner, The Bread and Butler Catering Company, is your caterer).

All bar services/alcoholic beverages must be provided by Brick South Catering, the licensee of the venue. If concession sales are to be offered, these too must be provided by Brick South Catering.

### LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by Thompson's Point. If there is an event prior to yours a limed delivery will be required. Thompson's Point is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by Rental Company, client, or client's representative. Any group requiring extra load-in/load-out days may secure those dates for an additional fee.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load- out times. This also applies to Items left post event for shipment out via courier. Note: it is not the responsibility of Thompson's Point to ensure that pick-ups are scheduled and executed. All rental equipment must be removed immediately following your event.

### SITE DECORATION

Thompson's Point wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Thompson's Point rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items are to be used on our walls, columns, beams, ceilings or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event. Under no circumstances may anything be affixed to, hung or suspended from or otherwise supported by the building trusses in any way, nor may those trusses be drilled, screwed, or nalled into, without obtaining express written permission from Thompson's Point in advance, Such permission may require provision of stamped engineered drawlings for any special lighting and riggling. Riggling or any other specialty use that suspends from or otherwise uses the building's columns and trusses for support in any way shall follow the loading weight requirements required by Thompson's Pont, which are attached hereto as Exhibit C.

### CLEANING, TRASH AND EQUIPMENT REMOVAL

Thompson's Point will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

Thompson's Point encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Thompson's Point proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the renter or the caterer.

Date: \_\_/ Contact/Renter Initials: Forefront Events, LLC. | 501 Danforth Street Portland, Maine 04102 | 207-747-5286 x108 | Fax: 207-7475941 | events@thompsonspointmaine.com





### LIVE MUSIC/DJs/NOISE

Thompson's Point encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, Thompson's Points onsite manager has full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC sole discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

Per the City of Portland, a permit is required for any stage being used and/or a single concert permit is also required for outdoor amplified music. These costs will be the sole responsibility of the "renter" and copies of said permits must be provided to Forefront Brick South, LLG. Five (5) days prior to event. All costs associated with renter's failure to comply with this plan shall be borne by the renter. For these events, music must conclude by 10pm and be limited to decibel levels consistent with City of Portland codes and ordinances in effect at the time of the event.

### CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building and no loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the event costs shall be made.

### CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, no exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC or the safety of its staff, guests, or building contents.

### **ENTRY AND EXIT**

Renter agrees that Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC staff may enter and exit premises during the course of the event. A representative of Forefront Brick South, LLC, Forefront Partners I, LP, or Forefront Events, LLC will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and tollet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

### LOST AND FOUND

Forefront Brick South, LLC, Forefront Partners I, I.P., Forefront Events, LLC take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

### CONSTRUCTION AT THOMPSON'S POINT

No material construction or renovations shall be undertaken during the Event in the portions of Brick South for which Renter has contracted hereunder without prior written notification to the Renter. Only repairs of an urgent nature and those that are considered facility maintenance shall be conducted immediately prior to or during the Event and shall be halted if the repairs materially disturb the Event. If for any reason renovation and/or construction is unavoidable and the Renter in its reasonable judgement determines that this activity will materially disrupt or impact the Event, Brick South shall make every effort to provide reasonably equivalent alternative space available within the facility. If both parties agree that such reasonably equivalent space is not available, the Renter may cancel this agreement without penalty, provided that this provision may not be invoked within the last 90 days prior to the commencement of the Event (unless the Renter is notified of such renovation or construction within the last 90 days prior to the commencement of the Event, in which case the provision must be invoked by the Event within 10 days of Brick South's notice of such renovation or construction). If Renter does elect to cancel pursuant to this section, Renter shall be entitled to the return of any deposit and rent monies paid up to the date of cancellation; this shall be Renter's sole remedy and Renter shall not pursue additional funds, damages, or any other form of compensation related to the cancellation of the Event.

Thompson's Point is an active, 30-acre mixed-use development site. Construction and site work improvements at Thompson's Point, Including in areas around Brick South and/or visible from Brick South, will occur from time to time. Renter is aware that such activities are expected to be ongoing at the time of the Event. All reasonable efforts will be made to limit the impact to the Event and the Renter, however, if both parties agree that the Event will be materially disrupted, the Renter may cancel this agreement without penalty, provided that this provision may not be invoked within the last 90 days prior to the commencement of the Event (unless the Renter is notified of construction disruption within the last 90 days prior to the commencement of the Event, in which case the provision must be invoked by the Event within 10 days of Brick South's notice of such renovation or construction). If Renter does elect to cancel pursuant to this section, Renter shall be entitled to the return of any deposit and rent monles paid up to the date of cancellation; this shall be Renter's sole remedy and Renter shall not pursue additional funds, damages, or any other form of compensation related to the cancellation of the Event.

Contact/Renter Initials: Date: 1/2/



# Reviewed for Code Compliance Permitting and Inspections Department Approved with Conditions 05/10/201 Contact Information for Installation Company:

**Odds Are Productions** 

Jack Murray

info@oddsareproductions.com

207-956-0060



### Portland, Maine



### Yes. Life's good here.

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

### Electronic Signature and Fee Payment Confirmation

This is a legal document and your electronic signature is considered a legal signature per Maine state law. You will receive an e-mailed invoice from our office which signifies that your electronic permit application has been received and is ready for payment. Please pay by one of the following:

- > Electronic check or credit card: portlandmaine.gov/payyourpermit
- > Over the phone at (207) 874-8703
- > Drop off to Room 315, City Hall
- Mail to:

City of Portland
Permitting and Inspections Department
389 Congress Street, Room 315
Portland, Maine 04101

By signing below, I understand the review process starts once my payment has been received. After all approvals have been completed, my permit will be issued via e-mail. Work may not commence until permit is issued.

Applicant Signature: Saman that Aguny you	Date: 4/13/18
I have provided electronic copies and sent themon:	Date: 4/13/18

**NOTE:** All electronic paperwork must be delivered to <u>permitting@portlandmaine.gov</u> or with a thumb drive to the office.

If you or the property owner owes taxes or user charges on property within the City, payment arrangements must be made before a permit application is accepted.



### Portland, Maine



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

## **Temporary Tent or Stage Permit Application Instructions and Checklist**

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 (as applicable): C 2. NA plot plan or site plan of the property showing complete locations of tents, stage locations, exits and entrances, parking and existing building locations (including dimensions for all). C3 Product information and structural details for temporary stage 1 If the City is the property owner, a Certificate of Insurance listing the City as additionally insured. Minimum amount of coverage is \$400,000.00. Certificate of Flammability in compliance with NFPA 701 or applicable certificate or evidence ( 6 Written notice of approval of owner (If the City is the owner, attach a completed copy of the Public Parks Space Application from the Parks, Recreation and Facilities Department. Contact information for the installation company. For enclosed tents, the following information shall also be provided: On the plan, indicate a 10' wide area around the tents in which there are no buildings or combustibles stored. If heated explain how, including fuel tank locations. Indicate how power will be provided for exit signs and emergency lights, with battery backup. Show the width of egress openings, aisle widths and exit access travel distance (not to exceed 100'). Fire extinguisher locations

### If any cooking is proposed under or within 10' of the temporary structure, the following conditions shall apply:

- 1. Approved cooking in temporary structures shall last no more than 7 consecutive days
- 2. Cooking shall only be allowed in a stand-alone temporary structure that is at least 10 feet away from any other building or temporary structure. Only food service employees and or event staff will be allowed in any of the temporary cooking structure.
- 3. A 36" space shall be maintained between any surface of the cooking appliance(s) and any surface of the temporary structure.
- 4. All temporary structures containing cooking operations, regardless of their size, shall provide a certificate of flammability for that structure.
- 5. A minimum of one 6-liter class K fire extinguisher shall be provided per grease laden vapor producing appliance. (2 fryolators and 1 stove top will require 3 class K extinguishers)
- 6. A copy of any permit allowing cooking in temporary structures shall be available to be reviewed at the site upon request by the Fire Department or any building official.
- 7. All flammable gas cylinders shall be secured in their upright position located at least 36" away from cooking appliance(s). All appliances shall have a manual fuel shut off located at least 36" away from the cooking appliance(s).
- \*These conditions do not apply to listed outdoor cooking equipment like grills that will not be used under or within 10' feet of any temporary structure.
- \*A site inspection may be required for operation. Please allow 24 hour period of time between when your facilities are set up and when the event will occur so an inspection may be conducted.

If any live entertainment, food or alcohol is proposed for the event, please contact the Business Licensing Division for the required license.

Review of this application will not begin until the permit payment is received. This is not a permit. Work may not commence until the permit is issued.



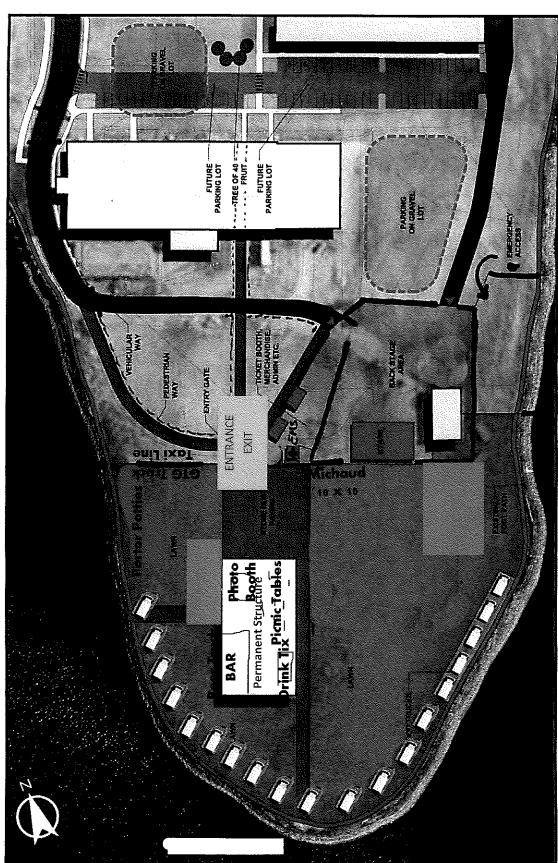
Entrance/Exit: 80 feet wide with retractable fencing

Stage: 24' x 20'

Permanent Structure: 14000 sq ft. 87'x160'

Concerts up to 8,000

Site Plan





THOMPSON'S POINT AMPHITHEATER



# **Product information and structural details:**

The stage is a 24' x 20' Thomas Engineering Truss Roof system with Reinforced Vinyl Cover provided by Bronson Staging (locally known as Red Roof Stage)



Reviewed for Code Compliance Permitting and Inspections Department Approved with Conditions

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**TOWNMED-01** 

**GGALLARDO** 

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

3/23/2017 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT James Mallon PHONE (A/C, No, Ext): E-MAIL ADDRESS; [mallon@alliant.com PRODUCER License # 0C36861 New York-Allant Ins Svc inc 320 West 57th St New York, NY 10019 FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Everest National Insurance Company 10120 INSURED INSURER B: Townsquare Media, inc. INSURER C: 240 Greenwich Avenue INSURER D : Greenwich, CT 06830 INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 12/23/2016 12/23/2017 CLAIMS-MADE | X | OCCUR SI8ML00871161 1,000,000 10,000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 2,000,000 POLICY PRODUCTS - COMP/OP AGG S EMPLOYEE BENEFI 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 Х SI8ML00871161 12/23/2016 | 12/23/2017 BODILY INJURY (Per person) ŝ ANY AUTO SCHEDULED ALL OWNED AUTOS BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS Deductible \$ 1,000 X OCCUR Х UMBRELLA LIAB 5,000,000 FACH OCCURRENCE s EXCESS LIAB SI8EX00597-161 12/23/2016 12/23/2017 5.000.000 A CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NB) E.L. EACH ACCIDENT ŝ N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured as required by written contract. Event: Street Eats & Beats Date/Time: May 20th, 2017 from Noon – 5pm **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Thompson's Point 10 Thompson's Point A

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Portland, ME 64102

AUTHORIZED REPRESENTATIVE



# **Contact information for installation company**

Bronson Staging (known locally as Red Roof Staging)
Richard B. Bronson
richard.b.bronson@hotmail.com
207-949-6802





# Forefront Brick South, LLC. Forefront Events, LLC.

Event Venue: The Depot at Thompson's Point

Event date: Saturday, May 19th, 2018

Set-Up Date/Time: Friday, May 18th, 2018: Drop off/ Deliveries only around 3 PM. Saturday, May 19th, 2017 6:30 AM.

Event Start Time: 12 Noon

Event End Time: 5 PM

Space to be cleared up to three hours after the event on 5/19/2018. Deliveries stacked on site for pick up.

Event name: Street Eats & Beats Number of Expected Attendees: 4,000

Single Event or multiple days/nights: Single Day Event

For the best event pre-planning and production, please provide, a detailed plan and desired schedule for specific times and aspects of your event.

Client/Corporation ("Renter"): Townsquare Media Zip: 04101 State: ME City: Portland Address: One City Center-Third Floor Company: Townsquare Media Live Events Contact: Holly Keenen and Kelsey McGowan Primary Phone: : 217-822-6655 Holly Cell 207-321-4246 Kelsey Office Secondary Phone: 603-285-6009 Holly office (Cell First)

Email Address: holly.keenen@townsquaremedia.com Kelsey.mcgowan@townsquaremedia.com (please email both addresses when corresponding)

### DEPOSIT/RENTAL FEES

- Rental fee(s) for your event(s) are \$4,500 Costs for licenses, permits and all other third-party services, are to be paid by Renter. Admin fee for permits and license may apply. Forefront Brick South, LLC/Forefront Events, LLC is to be reimbursed for any fees on Renter's behalf.
- A signed contract and date-hold deposit in the amount of \$2,250 must be received by 12/1/2017 to reserve your date(s) and time(s). The date cannot be held without receipt of signed contract and deposit. \*
- The balance of your space rental fee is due ninety (90) days prior to your event,2/19/18\*
- \$5,000 flat fee associated with ticket surcharge is due 30 days before your event (4/19/18)
- A \$500 managed load in fee for vendors will apply an to be paid 30 days before the event (4/19/18)
- A refundable \$500.00 Security Deposit is also due seven (7) days prior to your event, 5/12/18.
- Miscellaneous costs, including bar services, catering, additional or special cleaning, furniture, and equipment rentals are due ten (10) days prior to your event, if applicable.
- A copy of your Special Event Liability insurance (see insurance section on page 2) is due no later than ten (10) days prior to your
- Any additional costs that arise from the event will be due upon presentation of invoice, and may be applied to the security deposit.
- \*Please note that all deposits on space rental are non-refundable. Your agreement to rent a Thompson's Point venue on this date means other potential events will be denied the space you have rented. Any reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full, if costs have been incurred toward that obligation.

*?	Payments should be made to Forefront Brick South, LLC or Forefront Events, LLC (for Depot events),  Cash, check and major credit cards are accepted. A credit card authorization form is located on the last page of this contract.  Acknowledged, agreed and authorized by "Renter":  Acknowledged and agreed by Forefront Brick South, Le/Forefront Events, LLC	Date: <u>//-2/-/</u> 7
		Date:
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Please initial and date the following three pages.





### CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the terms below regarding the requirements and policies of this rental; a full policies statement for rental use at Thompson's Point is attached as exhibit A hereto.

### **EVENT VENUE**

The Depot) is reserved for your use on the date(s) and time(s) as detailed on the Event Space Rental Agreement and Contract for the purpose as defined in the agreement. A plan depicting the premises is attached as Exhibit B hereto.

Rental use of any location at Thompson's Point is specific to the venue named, and does not include any surrounding or proximate facilities or spaces unless specifically detailed in the agreement.

Use by others of the surrounding facilities at Thompson's Point may occur simultaneously with your event; including but not limited to outdoor concerts, festivals, or special events at Brick North.

### INSURANCE

Special Event Liability insurance is required of all renters hosting a ticketed event and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Forefront Brick South, LLC, Forefront Partners I, LP, and Forefront Events, LLC, its employees, owners, contractors and contracted vendors against all liability for bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. Forefront Brick South, LLC, Forefront Partners I, LP, and Forefront Events, LLC shall be named as an additional insured of said policy.

If alcohol is to be served you must make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering License to Forefront Brick South, LLC., naming the Forefront Brick South, LLC, Forefront Partners I, LP, and Forefront Events LLC as stated, and must be delivered at least ten (10) days prior to the event. Copies of full insurance policies shall be provided promptly for review by the Venue upon request. All bar services/alcoholic beverages must be provided by Brick South Catering, the licensee of the venue.

Fallure to provide timely insurance certification will result in forfeiture of the hold and any deposits.

### LIABILITY

Renter agrees to indemnify, defend, and hold Forefront Brick South, LLC, Forefront Partners I, LP, and Forefront Events LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Thompson's Point c/o Forefront Brick South, LLC, Forefront Partners I, LP. Forefront Events, LLC.

In the event Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC, including all collection expenses and interest due.

### LIFE SAFETY

Events with (or the potential to have) Public Attendance greater than 2,000 persons will require that the Thompson's Point Life Safety plan be utilized. A copy of the plan will be provided to you and all aspects of said plan MUST be adhered to at your ("Renter") cost. This plan ensures the safety of all visitors, guests, employees and patrons of Thompson's Point. All costs associated with renter's failure to comply with this plan shall be borne by the renter.

### **PARKING**

Event parking for your attendees is available for a \$5/vehicle. This fee includes parking management. Vendor parking (up to 25 vehicles is included in the rental fee).

A \$500 managed load in fee for vendors will apply.

Parking management will be provided by an outside parking vendor and all signage and parking res put into place by said vendor must be adhered to by Client and Client's guests, ticket holders, employees, and vendors.

Contact/Renter Initials:\_





Parking of your guest(s), attendee(s), or any vehicles associated with your event in any unauthorized location, may result in additional fee(s), vehicle disabling devices, and/or towing of vehicle(s). All costs associated with such parking enforcement, including but not limited to the cost of parking tickets, boot removal, etc., shall be borne by the owner of the vehicle in violation of parking regulations then in effect.

Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC and their affiliates, agents, officers, and employees bear no liability for damage of any kind to vehicles while on Thompson's Point.

### CATERING STANDARDS

Catering services at Brick South are provided by The Bread and Butter Catering Company of Portland, Maine. They are experienced in working at Thompson's Point and have a full selection of menus and services available for you. A separate agreement made directly with The Bread and Butter Catering Company for services on your event date is required. A kitchen facility fee of \$500 will be due to Forefront Brick South, LLC.

If you have previously committed to another caterer, or elect to do so, you will be charged a facility fee of \$1500; your caterer must sign a vendor agreement with Brick South, provide a license and certificate of insurance, as well as provide a security deposit to serve at Brick South. This will be required a minimum of thirty (30) days prior to your event date, and fee will be charged with your security deposit.

If food trucks are the desired catering for your event, a fee of \$500 is applicable, and the kitchen facilities will not be included in your rental use. If a combination of food trucks and Bread & Butter Catering is selected, there will be a per head minimum from catering services for the event that is agreed upon to waive the \$500 fee for food truck catering; however, the \$500 kitchen facility fee will apply if caterer is using the kitchen.

Caterers must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the caterer. Failure to remove or clean will result in additional fees to caterer and will be charged to the caterer's credit card on file. (This does not apply when our catering partner, The Bread and Butter Catering Company, is your caterer).

All bar services/alcoholic beverages must be provided by Brick South Catering, the licensee of the venue. If concession sales are to be offered, these too must be provided by Brick South Catering.

### LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by Thompson's Point. If there is an event prior to yours a timed delivery will be required. Thompson's Point is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by Rental Company, client, or client's representative. Any group requiring extra load-in/load-out days may secure those dates for an additional fee.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load- out times. This also applies to items left post event for shipment out via courier. Note: it is not the responsibility of Thompson's Point to ensure that pick-ups are scheduled and executed. All rental equipment must be removed immediately following your event.

### SITE DECORATION

Thompson's Point wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Thompson's Point rearrange and move any furnishings, including, but not limited to, artwork, famps, antiques or seating. No nails, screws, staples or penetrating items are to be used on our walls, columns, beams, ceilings or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event. Under no circumstances may anything be affixed to, hung or suspended from or otherwise supported by the building trusses in any way, nor may those trusses be drilled, screwed, or nailed into, without obtaining express written permission from Thompson's Point in advance. Such permission may require provision of stamped engineered drawings for any special lighting and rigging. Rigging or any other specialty use that suspends from or otherwise uses the building's columns and trusses for support in any way shall follow the loading weight requirements required by Thompson's Pont, which are attached hereto as Exhibit C.

### CLEANING, TRASH AND EQUIPMENT REMOVAL

Thompson's Point will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

Thompson's Point encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Thompson's Point proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the renter or the caterer.

Date: 11/2/ Contact/Renter Initials: Forefront Events, LLC. | 501 Danforth Street Portland, Maine 04102 | 207-747-5288 x108 | Fax: 207-7475941 | events@thompsonspointmaine.com



### LIVE MUSIC/DJs/NOISE

Thompson's Point encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, Thompson's Points onsite manager has full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC sole discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

Per the City of Portland, a permit is required for any stage being used and/or a single concert permit is also required for outdoor amplified music. These costs will be the sole responsibility of the "renter" and copies of said permits must be provided to Forefront Brick South, LLC. Five (5) days prior to event. All costs associated with renter's failure to comply with this plan shall be borne by the renter. For these events, music must conclude by 10pm and be limited to decibel levels consistent with City of Portland codes and ordinances in effect at the time of the event.

### CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building and no loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the event costs shall be made.

### CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, no exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC or the safety of its staff, guests, or building contents.

### **ENTRY AND EXIT**

Renter agrees that Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC staff may enter and exit premises during the course of the event. A representative of Forefront Brick South, LLC, Forefront Partners I, LP, or Forefront Events, LLC will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

### LOST AND FOUND

Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

### CONSTRUCTION AT THOMPSON'S POINT

No material construction or renovations shall be undertaken during the Event in the portions of Brick South for which Renter has contracted hereunder without prior written notification to the Renter. Only repairs of an urgent nature and those that are considered facility maintenance shall be conducted immediately prior to or during the Event and shall be halted if the repairs materially disturb the Event. If for any reason renovation and/or construction is unavoidable and the Renter in its reasonable judgement determines that this activity will materially disrupt or impact the Event, Brick South shall make every effort to provide reasonably equivalent alternative space available within the facility. If both parties agree that such reasonably equivalent space is not available, the Renter may cancel this agreement without penalty, provided that this provision may not be invoked within the last 90 days prior to the commencement of the Event (unless the Renter is notified of such renovation or construction within the last 90 days prior to the commencement of the Event, in which case the provision must be invoked by the Event within 10 days of Brick South's notice of such renovation or construction). If Renter does elect to cancel pursuant to this section, Renter shall be entitled to the return of any deposit and rent monies paid up to the date of cancellation; this shall be Renter's sole remedy and Renter shall not pursue additional funds, damages, or any other form of compensation related to the cancellation of the Event.

Thompson's Point is an active, 30-acre mixed-use development site. Construction and site work improvements at Thompson's Point, including in areas around Brick South and/or visible from Brick South, will occur from time to time. Renter is aware that such activities are expected to be ongoing at the time of the Event. All reasonable efforts will be made to limit the impact to the Event and the Renter, however, if both parties agree that the Event will be materially disrupted, the Renter may cancel this agreement without penalty, provided that this provision may not be invoked within the last 90 days prior to the commencement of the Event (unless the Renter is notified of construction disruption within the last 90 days prior to the commencement of the Event, in which case the provision must be invoked by the Event within 10 days of Brick South's notice of such renovation or construction). If Renter does elect to cancel pursuant to this section, Renter shall be entitled to the return of any deposit and rent monies paid up to the date of cancellation; this shall be Renter's sole remedy and Renter shall not pursue additional funds, damages, or any other form of compensation related to the cancellation of the Event.

Contact/Renter Initials: Date: 1/d//7



### (FOR JOINT VENTURE EVENTS ONLY)

### PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. We are happy to provide professionally created images of our space for promotional materials.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

A representative of Forefront Brick South, LLC, Forefront Partners I, LP, Forefront Events, LLC and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

Contact/Renter Initials: Date: 1/21/17