

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 245 Riverside		Owner: Home Depot		Phone: 761-0600		Permit No: 001250
Owner Address: 245 Riverside, Portland, ME 04103		Lessee/Buyer's Name:		Phone:		
Contractor Name: Leavitt & Parris		Address: 256 Read St., Portland, ME		Phone: 04103 797-0100		Zone: CBL: 316-B-002
Past Use: Commercial		Proposed Use: Commercial		COST OF WORK: \$1,750.00 PERMIT FEE: \$35.00 FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: <u>U</u> Type: Signature: <i>[Signature]</i> Signature: <i>[Signature]</i>		
Proposed Project Description: Tent erect 12/8 & take down 12/11		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____				
Permit Taken By: Gayle		Date Applied For: October 31, 2000 GG				

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
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..

***Call Jim Ford @ 761-0600 x311

PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

SIGNATURE OF APPLICANT	ADDRESS:	DATE: November 1, 2000	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

PERMIT ISSUED WITH REQUIREMENTS

CEO DISTRICT

3

BUILDING PERMIT REPORT

DATE: 1 November 2K ADDRESS: 245 Riverside St. CBL: 316-B-002

REASON FOR PERMIT: Tent (Temp)

BUILDING OWNER: Home Depot

PERMIT APPLICANT: _____ / CONTRACTOR Leavitt & Parris

USE GROUP: 4 CONSTRUCTION TYPE: _____ CONSTRUCTION COST: 1,750.00 PERMIT FEES: 35.00

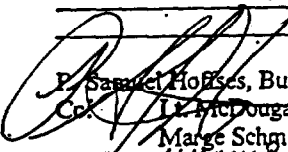
The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: X1, X32

- X1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- 2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
- 3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
- 5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
- 6. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
- 9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- 11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B.H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
- 12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- 15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508)mm, and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- 16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
- 17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- 18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
33. Bridging shall comply with Section 2305.16.
34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
36. All flashing shall comply with Section 1406.3.10.
37. *All tents shall comply with section 3104.0 of The bldg. code*
38. *Propane tents installation shall comply w/ NFPA Standards*


 P. Samuel Hoffes, Building Inspector
 C. L. McDougall, PFD
 Marge Schmuuckal, Zoning Administrator

PSH 10/1/00

****This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

...THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.

******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

*******CERTIFICATE OF OCCUPANCY FEE \$50.00**

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

Location/Address of Construction (include Portion of Building): <u>245 River Side Portland, me 04102</u>			
Total Square Footage of Proposed Structure <u>40' x 160'</u>		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number <u>002</u>	Owner: <u>Home Depot</u>		Telephone#: <u>761-0600</u>
Chart# <u>316</u> Block# <u>B</u> Lot# 316	Owner's Address: <u>245 River Side Portland, me 04102</u>		Lessee/Buyer's Name (If Applicable)
Proposed Project Description: (Please be as specific as possible) <u>Holiday Party</u>		Cost Of Work: <u>\$1,750</u> Fee <u>\$35.00</u>	
Proposed Project Description: (Please be as specific as possible) <u>Dec 8th Setup</u>		Dec 11th is Take Down	
Contractor's Name, Address & Telephone <u>Hequivit & Perris 256 Reed St Portland me 04103 797-0100</u>			Rec'd By <u>Gayle</u>
Current Use:		Proposed Use: <u>Holiday Party</u> <u>10/31</u>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional. A complete set of construction drawings showing all of the following elements of construction:

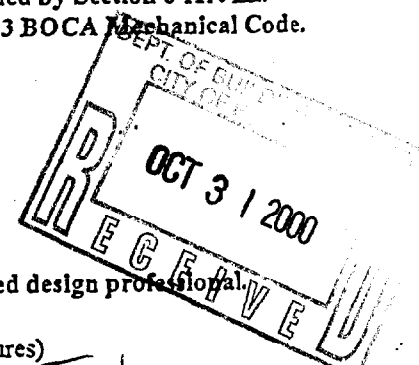
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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 of applicant: <u>[Signature]</u>	Date: <u>10/31/00</u>
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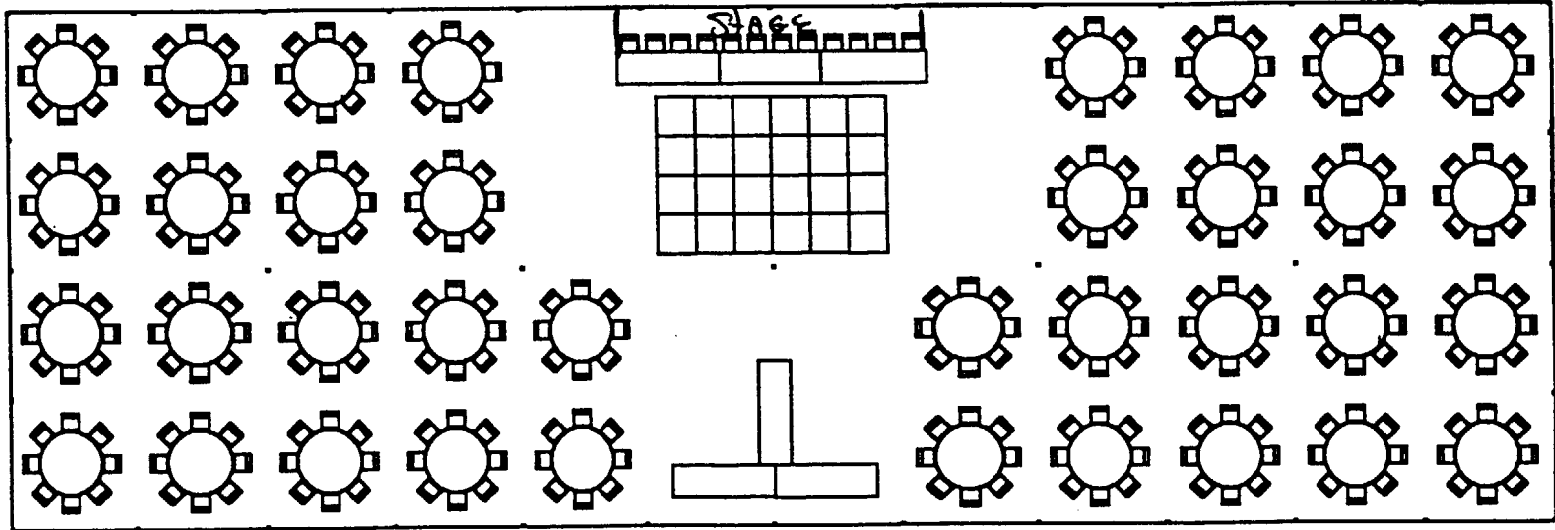
Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum



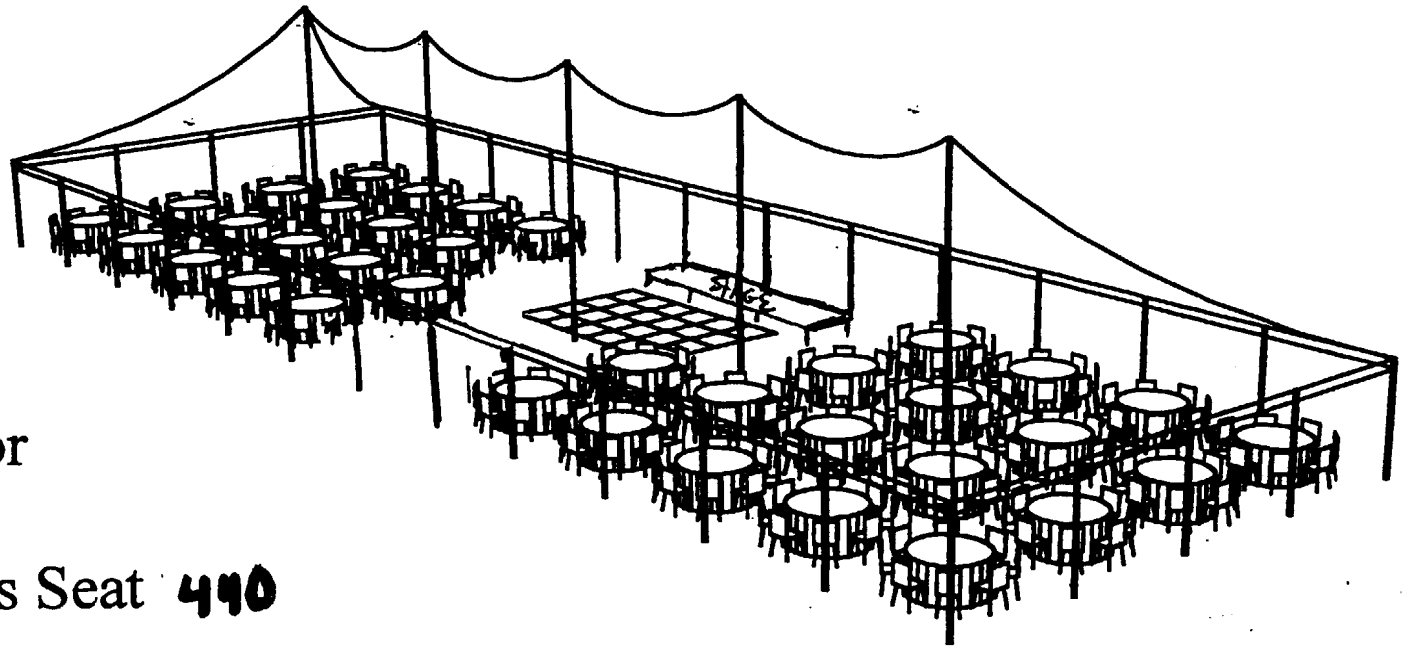
Colo Jemford
at 7610600
x 311

10' Exit

10' Exit



10' Exit



40X160 Pole Tent
 12X18 Dance Floor

36-5' Round Tables Seat 440
 24' Buffet Table

Tent Floor Plan.

Tent is Heated by Forced Hot Air 700,000 BTU
 Temp will be 60-70°
 P1/4r

Free Estimates



Leavitt & Parris, Inc. Agreement

L&P LEAVITT & PARRIS, INC.

AWNINGS / TENTS 24 1979

256 Read Street • Portland, Maine 04103

(207) 797-0100
 FAX 797-4194
 TOLL FREE IN ME ONLY
 (800) 833-6679

ORDER TAKEN BY David Cairns	DATE October 10, 2000	PURCHASE ORDER NO.	
JOB PHONE	OFFICE # Jim Ext 311	PHONE (207) 761-0600	FAX (207) 822-4317
SITE PERSON		CONTRACT PERSON Jim Parris	
INSTALL LOCATION Same as address @ right		BILL TO Puffie Depot	
ADDRESS		ADDRESS Verside Avenue	
CITY	STATE	ZIP	CITY Portland
SET UP DAY AND DATE December 8, 2000 (11 am)		DATE OF EVENT December 10, 2000	TAKE DOWN DAY AND DATE December 11, 2000 (am)
EVENT Christmas party		DIG SAFE # Customer to notify	CUSTOMER PICK-UP YES / NO NO

ITEMS RENTED

QUANTITY	EQUIPMENT NUMBER	DESCRIPTION	RATES	AMOUNT
1	Tents	40 x 160 traditional white tent w/ 160' catnaedral sidewall, remaining sidewall : solid white. Rachet & T-Bar all laceslines and corners		1750.00
40'	Canopy Walkway Lights Chairs - Brown/White Chairs - Wooden White padded Tables Dance Floor - Size Staging/Stairs Podium	Marquee connectors w/ gutters and sidewall: solid white.		350.00
2	Heaters	Large Heaters w/ propane (100lb) installed @ tent.		700.00
	Misc./Special Instructions			

NOTE: Please sign and return white & pink copies, along with deposit to assure availability.
GUARANTEE OF RENTAL AGREEMENT:
 I have read both sides and hereby agree to the terms and conditions of this agreement.

X
 NOTE: The proposal is withdrawn if not accepted within 5 business days.

ATTENTION
CUSTOMERS RESPONSIBILITY
TO CHECK WITH LOCAL
MUNICIPALITY & UTILITIES
CONCERNING PERMITS
REQUIRED FOR
TENT INSTALLATION.

LEAVITT & PARRIS, PORTLAND, ME. HEREBY LEASES TO CUSTOMER AS SHOWN IN "BILL TO" HEREINAFTER "CUSTOMER" UPON THE TERMS AND CONDITIONS SET FORTH, ALL RENTED PROPERTIES.

Total Rental 2800.00

LEAVITT & PARRIS, INC.

ESTABLISHED 1919

AWNINGS
PORCH CURTAINS
TARPAULINS
BOAT COVERS
TRUCK COVERS
SAILS
CUSHIONS

AWNINGS, TENTS AND CANVAS PRODUCTS
FOR HOME, INDUSTRY AND MARINE

256 READ STREET
PORTLAND, MAINE 04103
(207) 797-0100
1-800-833-6679
FAX 797-4194

TENTS, CANOPIES,
ALL ACCESSORIES
RENTED FOR
WEDDINGS AND
ALL OCCASSIONS

To whom it may concern:

This is to certify that the tents supplied to Home Depot
are certified flame resistance that meets the requirements of the
California Fire Marshall, Underwriters Laboratory Test Flamibility
354-H and Government Spec. CCC-C-428A.

Very truly yours,

Leavitt & Parris, Inc.



John H. Hutchins III
President

1. Customer shall provide sufficient unobstructed clean space suitable for the delivery, installation, dismantlement and removal of the leased property together with the adequate vehicle access thereto and shall designate the site for each tent, canopy, marquee, platform and public address system prior to or immediately upon LEAVITT & PARRIS' employees arrival for installation. LEAVITT & PARRIS shall be paid waiting time at the rate of \$51.00 per man for each hour and fraction thereof that LEAVITT & PARRIS' employees are delayed in the performance of their work because of the failure of customer to comply with the provisions of this paragraph.
2. If because of ledge, rock, shale or other sub - surface conditions special anchors are required for guying the tents, canopies and marquees, the customer shall pay the additional labor and equipment costs incurred by LEAVITT & PARRIS to stake and guy the same. Customer shall mark the location of underground facilities in and around the installation site which could in any way be affected by the delivery, installation, dismantlement or removal of the leased property.
3. LEAVITT & PARRIS shall endeavor to minimize damage to customer's lawn, plantings and premises generally. However, customer service assumes the risk and releases LEAVITT & PARRIS from any and all damage to the premises occasioned by the performance of this agreement.
4. Customer shall provide sufficient unobstructed clean space suitable for the delivery and installation of the merchandise together with adequate vehicle access thereto and shall designate the site for each tent, canopy, marquee, platform and public address system prior to or immediately upon the arrival of LEAVITT & PARRIS employees arrival for installation. LEAVITT & PARRIS shall be paid waiting time at the rate of \$51.00 per employee for each hour and fraction thereof that LEAVITT & PARRIS employees are delayed in the performance of their work because of the failure of Customer to comply with the provisions of this paragraph.
5. LEAVITT & PARRIS is not required to install the leased property when in the sole opinion of LEAVITT & PARRIS weather or site conditions create an unreasonable risk to LEAVITT & PARRIS' employees or its property.
6. LEAVITT & PARRIS may upon notice to customer substitute for any tent, canopy, marquee or platform a tent, canopy, marquee or platform of equal or greater number of square feet at no additional cost.
7. LEAVITT & PARRIS warrants and represents that all tents, canopies and marquees have been treated for **water - repellency but does not guarantee that the same are waterproof.**
8. Customer **shall not permit cooking in**, under or immediately adjacent to any tent, canopy or marquee which LEAVITT & PARRIS has not designated in writing under "special conditions" are available for cooking use.
9. The customer must obtain licenses and permits as required for the installation, maintenance and use of the leased property and shall furnish evidence of the same to LEAVITT & PARRIS immediately upon request.
10. Customer shall provide readily accessible electrical power outlets in sufficient capacity to safely operate all electrical facilities proposed herein. Customer may attach such electric fixtures and wiring to the leased equipment if approved by LEAVITT & PARRIS in writing and if in conformance with all applicable laws and regulations governing the same.
11. Customer shall provide a competent watchman to prevent theft, vandalism and other damage to the leased property from the time LEAVITT & PARRIS completes installation to the time LEAVITT & PARRIS arrives to dismantle and remove the leased equipment.
12. Customer shall remove all non-leased personal property in, on or within the leased property prior to the end of the leased term. Such personal property as is not removed as required herein may be removed from the leased property by LEAVITT & PARRIS without notice and placed anywhere in the installation site as is convenient for LEAVITT & PARRIS and LEAVITT & PARRIS shall be without obligation to provide protection for the same. Customer shall pay LEAVITT & PARRIS for such removal at the rate of \$51.00 per man for each hour and portion thereof.
13. This agreement may not be assigned by customer without express written consent of LEAVITT & PARRIS nor may the customer sublet, encumber, dispose or remove the leased property from the aforementioned premises.
14. Damage to the leased property described on the reverse side which is caused by the elements and cost to reinstall the same property if such reinstallation is made necessary by the elements shall be borne by the customer to lower or collapse any and all tents, canopies and marquees and to take such other action as LEAVITT & PARRIS deems advisable in view of weather forecasts to protect the leased property. Customer is responsible for all other damages to the leased property and will indemnify and hold harmless LEAVITT & PARRIS for those damages.
15. This agreement may be terminated by customer by written notice received by LEAVITT & PARRIS not later than fourteen days prior to the date when LEAVITT & PARRIS is scheduled to commence installing the leased property described on the reverse side. In the event of such termination, LEAVITT & PARRIS should be paid as consideration therefore the "contract total" specified on reverse side, including "contract deposit."
16. Customer assumes all risks for personal injury, death and property damage arising out of or incidental to the use or operation of the leased equipment and hereby indemnifies, defends and saves LEAVITT & PARRIS harmless from and against any and all claims, demands, actions or causes of action on account of personal injury, death or property damage arising out of or incidental to the use or operation of the leased equipment unless such claims, demands or causes of action arise through the negligence of LEAVITT & PARRIS.
17. LEAVITT & PARRIS certifies that its employees are insured under the appropriate Workmen's Compensation Act and that evidence of such coverage shall be delivered to the customer upon request.
18. All leased chairs, tables, platforms and public address systems shall be protected from the elements and must be returned to LEAVITT & PARRIS in the same condition as delivered. Customer shall pay the replacement charge for each chair and table which is not returned for pick up and for each chair and table which is returned damaged. Customer shall prior to the time scheduled for pick up have all chairs and tables stacked in one place for tail gate pick up by LEAVITT & PARRIS. In the event the customer fails to do so, customer shall pay LEAVITT & PARRIS at the rate \$51.00 per hour per man to perform customer's obligation under this paragraph.
19. If the customer detains the leased property beyond the 'Take Down Date' on reverse side, through no fault of LEAVITT & PARRIS, customer shall be liable to LEAVITT & PARRIS in the amount of the full rental rate for each day that the property is detained.
20. It is agreed and understood that there is a charge in addition to the lease agreement price for service calls.
21. Title to the leased property shall remain in the name of LEAVITT & PARRIS at all times.
22. Default shall be defined as a failure to pay the Rental Amount specified on reverse side. If the customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued or any action issued against the customer whereby the said leased property may be taken or detained if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the customer or customer's property or if the customer shall enter into any agreement or composition with creditors or if LEAVITT & PARRIS shall deem itself insecure LEAVITT & PARRIS may immediately take repossession of the leased equipment without any court order or other process of law and may enter upon premises where the said leased equipment may be and remove the same with or without notice of its intention to do so without liability to LEAVITT & PARRIS. Failure by LEAVITT & PARRIS to exercise any of its rights upon default, shall not constitute a waiver of such default or a waiver of any of its remedies. The rights and remedies hereunder shall be cumulative and in addition to all remedies available under the law to LEAVITT & PARRIS. Customer does not acquire any right, title or interest of LEAVITT & PARRIS property.
23. Customer shall pay the contract price plus such additions thereto as may be agreed upon or chargeable pursuant to the terms thereof. If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, an amount to 1 1/2 (18%) annually of the outstanding balance shall be added to the balance every 30 days thereafter until final payment is made by the customer.
24. Both parties to this agreement understand and agree that the terms and conditions of this lease agreement are set forth on both sides of this document and that the same contains all agreements of the parties unless those terms are modified in a subsequent written document signed and dated by both the parties.
25. This agreement shall be interpreted under and governed by the laws of the State of Maine.
26. If any portion of this lease agreement is determined by a court to be unenforceable, the remaining provisions shall remain in effect and be fully enforceable.
27. Acceptance of proposal - The prices, specifications and conditions as set forth above and on the reverse side of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.