

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 081496

Please Read Application And Notes, If Any, Attached

This is to certify that CITY OF PORTLAND / A Party Rental
has permission to 20'x50' tent set-up 11/26/2008 - 12/24/2008 Maine Arrow Garage RR
AT 6 COMMERCIAL ST G 444 A003001

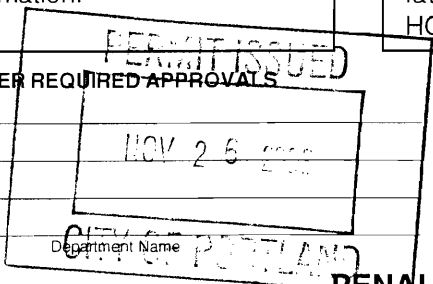
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in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

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

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other is used-in. 2 HOUSING NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS
Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name CITY OF PORTLAND



Thomas M. Kelly 11/26/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-1496	Issue Date:	CBL: 444 A003001
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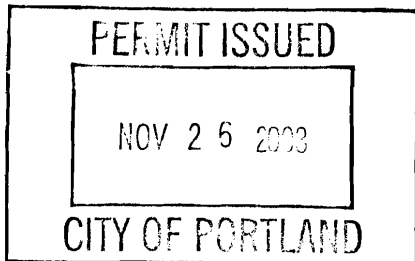
Location of Construction: 6 COMMERCIAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone: 207-491-2509
Business Name:	Contractor Name: A Plus Party Rental	Contractor Address: 10 Washington Avenue # 1 Scarborough	Phone: 2078834472
Lessee/Buyer's Name	Phone:	Permit Type: Tents	Zone: B6

Past Use: Commercial Ocean Gateway	Proposed Use: Commercial Ocean Gate - 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR	Permit Fee: \$30.00	Cost of Work: \$0.00	CEO District: 1
Proposed Project Description: 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>Commercial</i> Type: <i>Tent</i> JBC 2003 Signature: <i>Jm 11/26/08</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: lmd	Date Applied For: 11/26/2008	Zoning Approval
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>OK</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Not in District or Landmark <input checked="" type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Date: <i>Jm 11/26/08</i>	Date: _____	Date: <i>Jm 11/26/08</i>



CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

FAX



To: *Sally Davis*

Fax Number: *879.6132*

From: *City of Portland Inspections Office*

Fax Number:

Date: *11/26/08*

Regarding: *Sept Permit*

Total Number Of Pages Including Cover:

Phone Number For Follow-Up:

Comments:

City Of Portland, Maine
Inspections Division Services
389 Congress St Room 315 Portland Me 04101-3509
Phone: (207) 874-8703 or (207)874-8693
Fax: (207) 874-8716
<http://www.portlandmaine.gov/>

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 081496

Please Read Application And Notes, If Any, Attached

This is to certify that CITY OF PORTLAND / A Plaintiff Party Re

has permission to 20'x50' tent set-up 11/26/2008 12/24/2008 Maine Arrow Gate RR

AT 6 COMMERCIAL ST City ID 444 A003001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is used-in. 2 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____
Department Name

Thomas H. Malley 11/26/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-1496	Issue Date:	CBL: 444 A003001
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Location of Construction: 6 COMMERCIAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone: 207-491-2509
Business Name:	Contractor Name: A Plus Party Rental	Contractor Address: 10 Washington Avenue # 1 Scarborou	Phone: 2078834472
Lessee/Buyer's Name	Phone:	Permit Type: Tents	Zone: B6

Past Use: Commercial Ocean Gateway	Proposed Use: Commercial Ocean Gate - 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR	Permit Fee: \$30.00	Cost of Work: \$0.00	CEO District: 1
Proposed Project Description: 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>General</i> Type: <i>Tent</i> <i>JBC 2003</i> Signature: <i>Jm 11/26/08</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: lmd	Date Applied For: 11/26/2008	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone <i>OK</i></p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: <i>Jm 11/26/08</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input checked="" type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>Jm 11/26/08</i></p>
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-1496	Date Applied For: 11/26/2008	CBL: 444 A003001
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Location of Construction: 6 COMMERCIAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone: 207-491-2509
Business Name:	Contractor Name: A Plus Party Rental	Contractor Address: 10 Washington Avenue # 1 Scarborou	Phone (207) 883-4472
Lessee/Buyer's Name	Phone:	Permit Type: Tents	

Proposed Use: Commercial Ocean Gate - 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR	Proposed Project Description: 20'x50' tent set-up 11/26/2008 - 12/24/2008, Maine Narrow Gauge RR
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Dept: Zoning	Status: Approved	Reviewer: Tom Markley	Approval Date: 11/26/2008
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
Dept: Building	Status: Approved with Conditions	Reviewer: Tom Markley	Approval Date: 11/26/2008
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This permit DOES NOT authorize any construction activities. The tent/stage must be removed at the end of the event.			
2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			



Tent/Canopy or Temporary Event Staging Permit Application

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

Location/Address/Park of Installation: <u>147 James St. Ocean Gateway</u>			
Date of Set up/Event: <u>Nov. 26, 2008</u>		Date of Breakdown/ End of Event: <u>December 24, 2008</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Property Owner: <u>City of Portland</u>		Telephone: <u>874-8200</u>
Lessee/Buyer's Name (If Applicable) <u>Trust for Preservation of ME Industrial ME Narrow Gauge RR History + Technology</u>	Applicant name, address & telephone: <u>Susan S Davis 58 Fore St. Portland 04101</u>		Fee: \$30.00
<p>The permit fee and the following items must be completed and submitted along with this application in order to receive a permit.</p> <p>A 1. Certificate of Flammability - <u>A+</u></p> <p>2. Letter of approval from property owner. <u>Arthur Stevenson + Ted Musgrave</u> If the City is owner, attach a completed copy of Application to Use City Parks & Public Space from Parks & Recreation (756-8275).</p> <p>3. Company name of installer (contact info). <u>A+ Party Rentals 20'x 50'</u></p> <p>4. Plot Plan showing the following: Tent/Canopy or temporary event staging locations, including dimensions, exits and entrances of proposed and existing, parking and existing building locations. If this is temporary staging, you will need to include product information. (Applicant may call Parks & Recreation for maps of Portland's Parks @ 756-8275).</p> <p>A 5. If the City is the property owner, Certificate of Insurance listing the City as additional insured. Minimum amount of coverage is \$400,000.00</p> <p>Who should we contact when permit is ready: <u>Susan S. Davis</u> Address: <u>58 Fore Street</u> Telephone: <u>491-2509</u></p>			
<p>Please submit all of the information outlined in the Tent/Canopy and Event Staging Permit Application as one package. Failure to do so will result in the automatic denial of your permit.</p>			

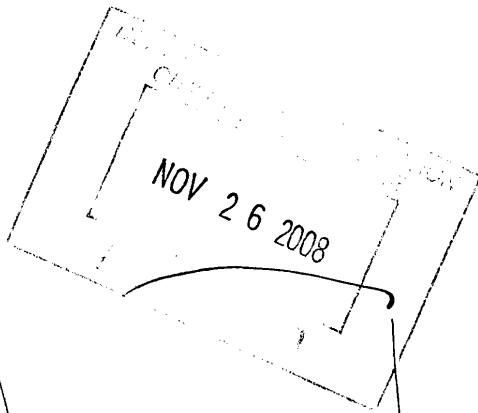
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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 of applicant: <u>Susan S. Davis</u>	Date: <u>11-26-08</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

Water



James

Portico

Ocean
Gateway
Reception
Building

Hancock

RENTAL AGREEMENT

THIS AGREEMENT is made this second day of October, 2008 between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter "CITY") and The Trust for the Preservation of Maine Industrial History and Technology, doing business as the Maine Narrow Gauge Railroad Co. & Museum (hereinafter "LESSEE").

W I T N E S S E T H:

WHEREAS, CITY is owner of the Facility known as Ocean Gateway Reception Building (hereinafter "FACILITY"); and

WHEREAS, the LESSEE desires to lease said FACILITY from CITY for the purpose of performance;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Lease of Facility.

CITY does hereby lease the FACILITY to LESSEE, and LESSEE agrees to rent FACILITY upon the terms and conditions set forth herein. FACILITY shall include Ocean Gateway Reception Building, North Parking Lot.

2. Use.

The FACILITY shall be used for The Polar Express. ~~The CITY reserves the right to enforce a thirty (30) day buffer period on performances/uses of a similar content/nature, which in the sole discretion of the CITY competes/conflicts with previously booked performances/uses. With respect to a trade or consumer show, CITY reserves the right to enforce a forty five (45) day buffer period for the reasons stated above.~~

3. Term/Dates of Use.

The term of use of the **FACILITY** shall be from 6:00 am Friday November 28, 2008 to 11:59 pm Tuesday December 23, 2008. This time period shall include both set up and take down. Any extension of this time period must be approved in writing by the Director of Public Assembly Facilities (hereinafter "**DIRECTOR**"). The **CITY** does not take responsibility for any damage and/or theft of any items that arrive prior to the Start Time of Rental, or any items that are still in **FACILITY** after the End Time of Rental. It is the responsibility of the **LESSEE** to arrange for the pick up of all items that pertain to the show / performance prior to the End Time of Rental.

4. Rent.

As rental for the **FACILITY**, **LESSEE** agrees to make a payment to the **CITY** in the amount of five percent (5%) of net profit, from ticket sales associated with the event which the **FACILITY** is a part of, less any actual tax obligation of **LESSEE**. **LESSEE** agrees to provide the **CITY** with that payment and a statement of **LESSEE**'s revenue and expenses, from ticket sales associated with the event which the **FACILITY** is a part of, within thirty (30) days of the end time of rental. Such statement shall include a calculation of the **LESSEE**'s net profit, from ticket sales associated with the event which the **FACILITY** is a part of, less any actual tax obligation of **LESSEE** on such profit. If **LESSEE** has no actual tax obligation on **such** profit, there shall be no deduction. In addition, **LESSEE** agrees to pay the fees shown on Exhibit A, attached hereto and incorporated herein.

Nothing in this Agreement shall limit the **CITY**'s right to set off charges or fees not specifically set forth herein which are the responsibility of or were contracted for by **LESSEE**.

A payment of the non-refundable twenty-five percent (25%) deposit, of the fees shown on Exhibit A, is due upon signing, and the balance of payment, of the fees shown on Exhibit A shall be made seven (7) days prior to the start time of rental. Payment must be made in cash or certified check. If full payment is not received in such manner at the Administrative Offices by seven (7) days prior to the start time of rental, the **DIRECTOR** has the right to withhold rental of the **FACILITY**. All charges shown in this Agreement are estimated. Any deductions to additional charges are to be adjusted prior to the end time of rental.

~~5. Ticket Surcharge.~~

~~**LESSEE** shall add a Two Dollar (\$2.00) surcharge to each ticket sold as a paid admission to all events at the Merrill Auditorium. The amount collected for this surcharge shall be paid to **CITY** prior to the end time of rental.~~

~~6. Merchandising Fee.~~

~~The **CITY** will charge a thirty five percent (35%) merchandising fee on gross sales for all goods sold in conjunction with any event, including, but not limited to: recordings, posters, t-shirts, banners, programs, pictures, etc. If the **LESSEE** provides merchandising labor, the merchandising fee is reduced to twenty five percent (25%) on gross sales, and the **DIRECTOR**, at any time, shall have the right to~~

~~make such inspection of merchandise, accounts, records and reports of the LESSEE or LESSEE's subcontractor responsible for merchandise sales, as he or she deems necessary. LESSEE agrees to make all such information available. The permission to sell any such items must be granted by the DIRECTOR. The amounts assessed shall be due and payable prior to the end time of rental.~~

7. Facility Services and Equipment Rental.

LESSEE agrees that CITY, or a Contractor hired by CITY, shall exclusively supply the following services:

- 7.1 Event Security. CITY shall supply all required security at the level deemed required by the DIRECTOR. The DIRECTOR reserves the right to increase amounts for security, City of Portland Police or Fire Officers and fire alarm monitors, if he/she deems it necessary to protect public safety.
- 7.2 Ticket Sales. ~~CITY, or its Contractor, are the only authorized vendors for ticket sales, including day of event sales. Any amount due the CITY as a percentage of gross ticket sales and/or for other costs incurred by the LESSEE during their event are due and payable prior to the end time of FACILITY rental. If the CITY or the CITY's Contractor provides day of event box office services, such amounts are to be deducted from ticket sale revenue prior to any payment to LESSEE. If day of event box office ticket sale revenue does not equal the amount due the CITY, LESSEE must make payment for any amount due prior to the end time of FACILITY rental. In the event that LESSEE fails to comply with this provision, this Agreement shall be terminated as provided in paragraph 13.~~
- 7.3 Day of Event Ticket Takers. ~~CITY shall require and supply day of event ticket takers for all commercial shows.~~
- 7.4 Concessions. ~~CITY, or its Contractor, shall provide all food concession services to attendees, invitees or exhibitors at the FACILITY. Such services include all food and all beverages, including alcoholic beverages.~~
- ~~7.5 Catering.~~
- 7.5.1 ~~For events where the number of attendees is less than three hundred (300) CITY shall provide all catering services.~~

~~7.5.2 For events where catering is required for more than three hundred (300) attendees, invitees, or exhibitors, the DIRECTOR may waive the CITY's exclusive right to provide catering services. Such services include the distribution of any food or beverage not for individual sale. If the CITY's exclusive right to provide catering service is waived, the LESSEE's subcontractor must meet the requirements of Appendix C.~~

7.6 Custodial Services. CITY shall provide all custodial services for the event at the level deemed required by the DIRECTOR.

7.7 Equipment. ~~CITY shall be the exclusive supplier of the following equipment: public address system, concert barricades, scoreboards and theatrical drapes.~~ Banquet chairs and 30" x 96" walnut top tables shall also be available for LESSEE's use. Any substitutions for chairs and tables must be approved by the DIRECTOR. City agrees to provide assistance with placement of Christmas Tree [outside tree].

7.8 Equipment: CITY may also provide assistance with placement of Christmas Tree and of Christmas garlands on the exterior of the building unsafe to reach by ladder.

8. Subcontractors for Event and Exhibit Services.

LESSEE shall be responsible for all work performed by its subcontractors or anyone hired or employed by LESSEE to perform services or provide supplies related to the event.

8.1 All subcontractors of LESSEE shall provide public liability insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and general liability and Four Hundred Thousand Dollars (\$400,000) property damage per incident, naming the City of Portland as an additional insured from such claims, and worker's compensation insurance. A copy of the certificate of insurance must be on file at the Administrative Offices. The certificate must provide thirty (30) days written notice to the CITY of termination of insurance from the insurance company or agent. The DIRECTOR and/or the Director of Operations shall prohibit the LESSEE's subcontractor access to the FACILITY if the certificate is not on file.

8.2 Drapes. LESSEE's subcontractor shall only use flame retardant drapes, and must file proof of retardancy for any drapes it plans to use at the FACILITY with the DIRECTOR. Failure to file such proof may result in the denial of access to the FACILITY by LESSEE's subcontractor.

~~9. Complimentary Tickets.~~

~~The total number of complimentary tickets to be distributed must be agreed upon by the LESSEE and the DIRECTOR forty eight (48) hours prior to the time tickets are scheduled to go on sale. If the LESSEE distributes complimentary tickets in excess of the number agreed upon by the DIRECTOR, the excess shall be considered paid admissions and included in gross ticket sales for any amount due the CITY as a percentage of gross ticket sales. Complimentary tickets must be identified as such and must be included in the FACILITY capacity, authorized on Exhibit A. The LESSEE agrees to provide the~~

~~CITY twenty (20) complimentary tickets for each individually ticketed event or each exhibit show at the Portland Exposition Building, Hadlock Field or Fitzpatrick Stadium, and ten (10) complimentary tickets for each individually ticketed performance at Merrill Auditorium.~~

10. Advertising.

~~In no case may the LESSEE advertise an event or sell tickets to an event, nor shall the LESSEE announce any upcoming event at the FACILITY in any manner without having a signed contract with the CITY or written authorization from the DIRECTOR. Should the LESSEE, or any representative of the LESSEE, violate this provision, LESSEE is subject to a minimum One Thousand Dollar (\$1000) additional charge.~~ The CITY reserves the right to require that LESSEE furnish a copy of a signed contract with any or all scheduled performer(s) prior to approving the Rental Agreement. The CITY reserves the right to review and approve or reject, in advance, all advertising copy relating to the event, prior to publication.

11. Copyright.

LESSEE assumes full responsibility for any copyright infringements, charges, or royalties that may occur on account of activities at the FACILITY pursuant to this Agreement. LESSEE warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their legal representatives and agrees to indemnify and hold the CITY harmless from any and all claims, losses or expenses incurred with regard thereto, including legal fees. LESSEE, upon request, shall provide the CITY with written proof prior to the start time of rental that all copyright provisions and laws have been satisfied by LESSEE or some other party. The CITY reserves the rights to contact owners of copyrights to inform them of the impending event and to inquire whether appropriate copyright(s) fees have been paid. If these fees have not been paid and the CITY is informed of a claim which could or will result from the event contemplated by LESSEE in this Agreement, then the CITY or the CITY Contractor shall have the right to withhold from the box office receipts a sum of money sufficient to satisfy any such claims and shall have the right to pay such amount to the holder(s) of the copyright(s).

12. Legal Fees.

In addition to any fees set forth in this Agreement, LESSEE shall pay all reasonable attorney's fees, together with its costs and disbursements, on behalf of the CITY, in the event of the following:

- 12.1 The CITY initiates legal proceedings to enforce compliance with this Agreement;
- 12.2 The CITY is made party to litigation, against the LESSEE, instituted by a third party related to LESSEE's use of the FACILITY; and
- 12.3 The CITY is required to defend itself, against any action or defense prosecuted by the LESSEE, arising out of its use or occupancy of the FACILITY, which does not result in a final judgement in favor of the LESSEE. Fees and costs of defense incurred by the CITY shall be reimbursed by the LESSEE within thirty (30) days of invoice, whether the litigation is prosecuted to judgement or not.

13. Termination.

The **CITY** reserves the absolute right to terminate this Agreement without prior notice to the **LESSEE**, if:

- 13.1 The **LESSEE** fails to comply with any of the terms or conditions of this Agreement;
- 13.2 The **DIRECTOR** determines, in his or her sole opinion, that the **LESSEE** has made any misrepresentation to the **CITY**, in connection with its use or occupancy of the **FACILITY**;
- 13.3 The **DIRECTOR** determines, in his or her sole opinion, that the attraction or event is hazardous or presents a substantial security problem; or
- 13.4 The **CITY** is prevented from furnishing use of the **FACILITY**, or any portion thereof, to **LESSEE** on the date scheduled due to unforeseen circumstances beyond the control of the **CITY**, such as flooding, fire damage, structural failure, and for such reasons as Acts of God, where the **FACILITY** would be used as a temporary shelter.

LESSEE's only legal or equitable claim shall be for a refund of the rental deposit, less the direct cost of the **CITY** for such items as event services and operations staff. **CITY** shall not be responsible for any other damages including, but not limited to, consequential damages of any kind.

14. Termination by LESSEE.

In the event **LESSEE** terminates this Agreement, the **CITY** shall have the right to retain the nonrefundable twenty-five percent (25%) deposit amount, as liquidated damages to the **CITY**, in compensation for its anticipated losses in failing to rent the **FACILITY**. Notwithstanding the foregoing, the **CITY** shall not be required to account for or otherwise offset any revenues it may receive in subsequent rental of the **FACILITY** on the dates scheduled. In addition, the **CITY** shall have the right to collect from the **LESSEE** monies to reimburse the **CITY** for any direct costs or expenses incurred by the **CITY** prior to or as a result of said termination.

15. Existing Conditions.

The **LESSEE** agrees to accept the **FACILITY** in its existing condition at the start time of rental. **LESSEE** further agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the **CITY** in respect thereto, except as contained in the provisions of this Rental Agreement. The **CITY** shall not be liable for any latent defects. The **LESSEE** shall not make any interior or exterior alterations including, but not limited to, the attachment of any item to any part of the **FACILITY**, without the prior approval, in writing, of the **DIRECTOR**.

~~16. Duplication or Re-transmission.~~

~~The **CITY** hereby reserves the right to participate in any and all revenues derived by the promoter from TV, cable, video or recording rights sold. Any form of duplication or re-transmission of a show that originates from the **FACILITY** that derives revenues must include the **CITY** in the participation of those revenues. Any form of revenues in addition to the regular ticket sales (including fees charged for the exclusivity of product, etc.) must be approved by the **DIRECTOR** and the **CITY** must participate in said revenues according to a formula prearranged, in writing, with the **DIRECTOR**.~~

17. Telecasting or Filming.

~~If an event is telecast, videotaped or filmed, LESSEE shall remit to CITY a sum which is the equivalent of twenty percent (20%) of the gross revenue derived from such presentation within five (5) days of receiving the revenue. This fee shall be applied to "advertising exchange" revenue and shall include the fair market value of goods or services received by LESSEE in lieu of monetary revenue.~~

- 17.1 All equipment, renovation of site, installation costs, lighting, extra personnel, extra costs resulting from said telecasting or filming shall be arranged and paid for by the **LESSEE**;
- 17.2 The **DIRECTOR** reserves the right to disallow the telecasting, videotaping, filming or any required renovation of site, if in his/her opinion the request may be harmful to the interest of the **CITY**; or
- 17.3 The **LESSEE** shall provide a copy to the **DIRECTOR** of any agreement reached with the presenter(s) of televised or filmed activities originating on or about the **FACILITY**. If the contract between the **LESSEE** and presenter is oral, the **LESSEE** or presenter shall provide a letter detailing the Agreement. The letter shall be signed by the **LESSEE** and the presenter.

18. Insurance.

- 18.1 Liability Insurance. **LESSEE** shall provide One Million Dollars (\$1,000,000) combined single limit commercial general liability including contractual liability and Two Million Dollars (\$2,000,000) aggregate, naming the City of Portland as an additional insured. A copy of the certificate of the required insurance must be received at the Administrative Offices a minimum of seven (7) days prior to the start time of rental. The certificate must provide thirty (30) days written notice to the **CITY** of termination of insurance from the insurance company or agent. **CITY** shall immediately refuse continued rental of the **FACILITY** and cancel the event if **LESSEE** does not purchase the required insurance or if the certificate of insurance is not received a minimum of seven (7) days prior to the start time of rental.
- 18.2 Riot and Additional Insurance. **CITY** reserves the right to require the purchase of additional insurance, including riot, if the **CITY** determines that a particular event poses unusual risks not adequately covered by the insurance in section 18.1, and to purchase riot and any other required insurance and charge it to the **LESSEE** settlement, in addition to a minimum Five Hundred Dollar (\$500) additional charge.
- 18.3 Worker's Compensation Insurance. The **LESSEE** agrees to provide worker's compensation insurance. A copy of the certificate of insurance must be on file at the Administrative Offices. The certificate must provide thirty (30) days written notice to the **CITY** of termination of insurance from the insurance company or agent. The **DIRECTOR** shall prohibit the **LESSEE** access to the **FACILITY** if the certificate is not on file.
- 18.4 Primary Insurance. All insurance provided by the **LESSEE** shall be primary to any insurance which the **CITY** may have.
- 18.5 Licensed to do Business. All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Maine.

19. Indemnification.

To the fullest extent permitted by law, the **LESSEE** shall indemnify and hold harmless the **CITY**, it's officers and it's employees from and against all claims, damages, losses and expenses, including but not limited to reasonable costs of defense and reasonable attorney's fees, arising out of or resulting from the performance of this Rental Agreement, or the performance of any activity, provided that any such claims, damage, loss or expense: is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use thereof; and is caused in whole or in part by any negligent act or omission of the **LESSEE**, the **LESSEE**'s subcontractor, their employees, invitees, agents or contractors in the performance of this Agreement. **LESSEE** fully understands that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to any person or property occurring during or arising out of the rental or use of the **FACILITY**. To the fullest extent permitted by law, **LESSEE** agrees to assume all risk of injury, harm or damage to person or property arising during or in connection with the said rental or use of **FACILITY**.

20. Non-Assignability.

LESSEE may not assign this Agreement. (In cases where **LESSEE** is sponsoring or promoting a "trade show" where exhibitors traditionally lease space from the promoter, this clause shall not apply, but **LESSEE** shall furnish a list of exhibitors together with a description of each exhibit to the **CITY** at least five (5) days prior to the start time of rental and the **CITY** may elect not to allow a certain exhibit(s). Should the **CITY** make this election, it shall not be responsible for any damages to **LESSEE** resulting therefrom. If a list of exhibitors is not received a minimum of five (5) days prior to the start time of rental, **LESSEE** is subject to a minimum Five Hundred Dollar (\$500) additional charge).

21. Notices.

Notices to the **CITY** provided for herein shall be sufficient if sent by Registered Mail, postage prepaid, addressed to City of Portland, 389 Congress Street, Portland, Maine 04101 and the Director of Public Assembly Facilities, 239 Park Avenue, Portland, Maine 04102, and notice to the **LESSEE** if sent by Registered Mail, postage prepaid, addressed to:

Susan S. Davis, Executive Director
Trust for the Preservation of Maine Industrial History and Technology
d/b/a/ MNGRR Co. & Museum
58 Fore Street
Portland, ME 04101

and/or

Paul Koziell, Trustee & Clerk
Trust for the Preservation of Maine Industrial History and Technology
d/b/a/ MNGRR Co. & Museum
58 Fore Street
Portland, ME 04101

or to such other respective addresses as the parties may designate in writing from time to time.

22. In execution of this Lease, **LESSEE** further agrees to abide by the rules and regulations for the use of the **FACILITY**, which rules are attached hereto as Exhibit B, incorporated herein by reference, and any other conditions which may apply to this Agreement which are defined in Appendices C, D and E, where applicable.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused its corporate seal to be hereunto affixed and these presents to be signed by Arthur H. Stephenson III., its Division Director, thereunto duly authorized, and Susan Davis, its Executive Director has caused this Lease to be signed the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

CITY OF PORTLAND

By: _____

(Print or type name)

Its _____

LESSEE

By: _____

(Print or type name)

Its _____

EXHIBIT A

Facility: Ocean Gateway Reception Building

Date of Rental Agreement:

Rental Agreement #:

Organization renting (LESSEE):

Organization representative:

Telephone:

Fax:

Start time of facility rental:

End time of facility rental:

Event:

Capacity:

REQUIRED STAFF:

Event Staff

Event Coordinator

Security Supervisor

Security Staff

Operations Staff

Custodial Supervisor

Custodial Staff

CONTRACTED SERVICES:

• City of Portland Police Officer(s):

• City of Portland Fire Officers(s):

required if any theatrical fog, smoke, explosives, or fire are included in the production of this event

• City of Portland Parking Officers(s):

• City of Portland Medcu:

TOTAL ADVANCE BILLING

25% PAYABLE UPON SIGNING THE CONTRACT

BALANCE DUE SEVEN (7) DAYS PRIOR TO START TIME OF RENTAL

Insurance certificate must be received seven (7) days prior to the start time of rental.

EXHIBIT B

1. Electrical Services.

LESSEE's subcontractor shall be responsible for both the materials and equipment required to provide service and the hook up of service to **FACILITY** electric. All exhibitors must use only Underwriters Laboratories approved three wire grounded cords and access electric service only at locations authorized by the Director of Operations of the Public Assembly Facilities Division. All exhibitor equipment must comply with federal, state, county, and municipal laws. Electric service to exhibitors is provided only during event hours. Any requirement for twenty-four (24) hour electric service must be reviewed with both the contractor and the Director of Operations prior to the start time of rental. **CITY** staff can not provide electric service to booth locations. The **LESSEE**'s subcontractor must mat or fly all cables in accordance with Maine State Law and must fly any cables that cross emergency exits. Using tape approved by the Director of Operations, the **LESSEE**'s subcontractor must tape all mats securely to the floor, and must mark the location of all mats with white tape, or another color, approved by the Director of Operations. The **LESSEE**'s subcontractor must provide a qualified master electrician, registered with the State of Maine, to oversee hook up of service to **CITY** electric and check all artist, production company, and exhibitor equipment for compliance with federal, state, county, and municipal laws. A copy of the State of Maine license of said electrician must be on file at the **ADMINISTRATIVE OFFICES**. The **DIRECTOR** and/or the Director of Operations may prohibit the **LESSEE**'s subcontractor access to the **FACILITY**, if the copy of the State of Maine license is not on file. It is the responsibility of the **LESSEE**'s subcontractor to provide all mats and to complete all work in accordance with the State of Maine Electrical Codes and under the supervision of the Director of Operations.

2. Drapes.

The **LESSEE** and it's subcontractors agree to use only flame retardant drapes and must have on file at the **ADMINISTRATIVE OFFICES** proof of retardancy for any drapes it plans to use at the **FACILITY**. The **DIRECTOR** and/or the Director of Operations may prohibit the **LESSEE CONTRACTOR** access to the **FACILITY**, if the proof of retardancy is not on file.

3. Aisles, Exits, and Access.

LESSEE agrees to maintain all aisles and exits at all times and to order that any item be moved from an aisle or an exit per request of the **DIRECTOR**. **LESSEE** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the **FACILITY** or any part thereof inaccessible to disabled persons. In the event that **LESSEE** or any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises render the **FACILITY** or any part thereof inaccessible to disabled persons, **LESSEE** shall immediately remove the cause and return the **CITY** to compliance. In the event that the **CITY** is requested to provide interpretive services, it shall be the responsibility of the **LESSEE** to provide and pay for such services. **LESSEE** shall pay and save the **CITY** harmless from any and all damages, loss, or liability of any kind whatsoever resulting from its actions, or those of its exhibitors, contractors, agents, invitees or other persons it permits on the

premises, in rendering the **FACILITY** or any part thereof inaccessible to disabled persons. **CITY** staff reserves the right to enter all areas of the building at any time for any reason.

4. Floor Plans, Talent Contracts, and Riders.

Copies of event floor plans, any talent contracts, and any technical or hospitality riders must be received at the **ADMINISTRATIVE OFFICES** a minimum of thirty (30) days prior to the start of rental. All floor plans must comply with all ordinances of the City of Portland and are subject to review and change by the **DIRECTOR**. ~~The **CITY** reserves the right to designate any seat as "obstructed view" and to withhold that seat from sale or require the **LESSEE** to offer it at a reduced ticket price. The **DIRECTOR** reserves the right to require rear stage drapes.~~

~~If any item in this section is not received a minimum of thirty (30) days prior to the start of rental, **LESSEE** is subject to a minimum \$500.00 additional charge for direct labor costs. **LESSEE** understands the **CITY** may, at any time, immediately refuse continued rental of the **FACILITY** and cancel the event, if the floor plans, any talent contracts, and any technical or hospitality riders are not received or do not comply with City of Portland ordinances.~~

~~5. Intermission.~~

~~**LESSEE** agrees to provide a minimum of one (1) intermission, a minimum of twenty (20) minutes in length. **LESSEE** must provide written notice of the time of intermission to the **ADMINISTRATIVE OFFICES** a minimum of twelve (12) hours prior to the start time of rental. If written notice of intermission is not received a minimum of twelve (12) hours prior to the start time of rental, **LESSEE** is subject to a minimum \$500.00 additional charge. This requirement may be waived at the discretion of the **DIRECTOR**.~~

6. Smoking.

Maine State Law prohibits smoking in all areas of the **FACILITY**. **LESSEE** agrees and understands that the **CITY** reserves the right to announce this law during their event and to remove from the building any individual that refuses to comply with Maine State Law. **LESSEE** agrees to enforce this law with individual exhibitors and performers as requested by the **DIRECTOR**.

7. Alcoholic Beverages and Illegal Drugs.

No person who is under the influence of alcoholic beverages or illegal drugs shall be allowed to enter or remain in the **FACILITY**. Portland City ordinance prohibits the consumption of alcoholic beverages or illegal drugs on City of Portland property, including parking lots at City Hall, Portland Exposition Building, Hadlock Field, Portland Ice Arena, Fitzpatrick Stadium, Portland High School, King Middle School, and Metro Pulse. **LESSEE**, exhibitors, performers, ticket buyers and representatives or guests of the **LESSEE** may not bring alcoholic beverages or illegal drugs of any kind on to City of Portland property.

8. Public Safety.

The **CITY** reserves the right to close any event to the public, including to ticket holders, at any time to protect public safety. The **DIRECTOR** may do this at any time to address:

- 8.1 Overcrowding in aisles, exits or entrances
- 8.2 Turnstile or ticket counts in excess of the total number of tickets authorized prior to the event and listed on Exhibit A.

LESSEE understands that the **CITY** may immediately refuse continued rental of the **FACILITY**, cancel the event, and order the evacuation of the **FACILITY**, if the **LESSEE** fails to cooperate, in any way, to protect public safety.

9. Licenses and Permits.

LESSEE shall be responsible for obtaining and making payment for all licenses and permits required by the City, County, State, and Federal authorities and shall pay all taxes, fees, and charges prescribed by regulation, ordinance, or law. Further, **LESSEE** shall comply with any and all life, safety, and health code requirements during the use of the **FACILITY**.

10. Federal and State Taxes.

All amounts assessed, by the **CITY**, shall be net to the **CITY**. The **LESSEE** shall be responsible for payment of any state or federal taxes, or any other governmental assessment which may be made in connection with **LESSEE**'s use of the **FACILITY**.

11. Theatrical Fog, Smoke, Explosives, and Display of Open Flame.

LESSEE shall not stage or promote any act or performance in which fire, flame, or explosive device is involved or used, without the prior written approval of the Fire Prevention Bureau of the City of Portland, Maine and the **DIRECTOR**. For all such acts or performances and for any acts or performances in which theatrical fog or smoke is used, a City of Portland Fire Officer must be present for all rehearsals, sound checks, and performances.

APPENDIX D

Ticket Distribution.

Director hereby waives the provisions of Section 7.2 of the Agreement.

LESSEE agrees to provide the **DIRECTOR** with a ticket manifest from a bonded printer and a complete outline of proposed ticket distribution forty-eight (48) hours prior to the time tickets are scheduled to go on sale. Ticket distribution is subject to review and change by the **DIRECTOR**. The **DIRECTOR**, at any time, shall have the right to make such inspection of the tickets, accounts, records, and reports of the **LESSEE**, re: the event at the **FACILITY**, as he or she deems necessary. **LESSEE** agrees to make all such information available and to authorize any ticketing agent, ticket distribution company and/or ticket printing company to release to the **CITY** any and all ticket information regarding their event.



CITY OF PORTLAND, RECREATION and FACILITIES MANAGEMENT
PUBLIC PARK & SPACE PERMIT (4 pages)
 134 Congress St. ~ Suite 2 ~Portland ~ ME ~ 04101
 207-756-8275 ~ Fax 207-756-8279
 tvmm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
 2. a security deposit required 3. insurance required
 (There may be fees due and applications required from other City Departments)

TODAY'S DATE		11-25-2008		ORGANIZATION NAME		Maine Narrow Gauge Railroad Co. & Museum					
ORGANIZATION ADDRESS			58 Fore Street			CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)		Susan S. Davis		TITLE		Executive Director					
HOME #	WORK 828-0814			CELL	491-2509		FAX	879-6132			
EMAIL		susandavis@mngrr.org			EMAIL		director@mngrr.org				

PARK AREA OR PUBLIC SPACE REQUESTED		Eastern Promenade along MNGRR railroad track and Portland Trails									
EVENT DAY & DATE(S)		Nov. 28 - Dec. 31, 2008				RAIN DAY & DATE(S)		N/A			
EVENT START TIME (i.e. set-up start time)		Nov. 1		EVENT END TIME Jan 15 (i.e. when event cleanup is complete)				ACTUAL START & END TIME OF EVENT		Nov. 28 - Dec. 23 (Train rides from approx 4 – 9pm)	

EVENT NAME	EXPECTED ATTENDANCE
Polar Express	12,000

DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail.

Light displays along the Maine Narrow Gauge Railroad tracks and the Eastern Prom Trail. Metal and plastic sculptures (with colored lights on them) will be placed on the grass areas beside the trail. Some of the trees beside the trail and tracks will also be lit with holiday lights. Electricity for the lights comes from power boxes along the trail (these power boxes were installed by the MNGRR a few years ago for just this purpose). Light displays are grouped around these boxes. There are 6 – 8 locations. Extension cords run along the trail. Passengers board the train to view the displays. Trains run every half hour from 4pm – 8pm, on Friday, Nov. 28, and thereafter: Fri., Sat., & Sun., Nov. 29 – Dec. 14, and Wed. – Tues., Dec. 17 - 23. Refreshments (cocoa and cookies) are served inside the train. Organizer would like to hang lights from the East End Beach Bathhouse (and use electricity at the green box.)

The organizer has requested a waiver of the permit fees and has asked for city in-kind services (if any is needed).
A donation of 20 tickets for the Polar Express will be made to the Rec. Program.

IS THERE A REGISTRATION FEE?	Tix price	
IF YES, HOW MUCH?	FEE	\$25 adult, 22 child
	STUDENT FEE	\$25—same as adult

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? This is being organized with Arthur Stephenson for the Ocean Gateway area

PLEASE CHECK OFF AND ANSWER:

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many:		X	
* Do you wish to set up a tent(s)? (a canopy or tent larger than 10x10 needs to be approved)		X	
* Will you be setting up tables and/or chairs ? How many tables: chairs:			
* Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk	X		

	Tank, Radio Station Van, Helium Tank, etc.) Please List: Christmas decorations & displays			
*	Will there be refreshments at the event? Do you wish to sell food ? (If so, you will need approval from Recreation)		X	
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ?		X	
*	Are you setting up a PA (sound) system ?		X	
*	Will your event require electricity ? Electricity is available at some of the parks & squares	X		
*	Are you planning on bringing a Grill for a Barbecue ?		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street.		X	
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow:		X	
*	Will your event require street closures ? (Please be specific under "Description of Event")		X	
*	Will your event require Police assistance? An event such as a road race, march in the street, or parade would typically require police assistance.		X	
*	Will your event require Fire/EMS assistance?		X	
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)		X	
*	Do you wish to have a banner over the street to advertise your event ? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Vicki Allen, Recreation.		X	

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - general liability. The City of Portland needs to be named as additional insured in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		
♦ If you answered yes, please have "City of Portland, Maine" listed as additional insured on the certificate (minimum coverage: \$400,000) and have your insurance company fax a copy to Recreation: 207-756-8279 or e-mail to: tvm@portlandmaine.gov				

RECREATION POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS

Portland Recreation has a strict policy that prohibits vehicles from parking on grass areas. \$10 will be deducted from your security deposit for each vehicle parked on grass. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

Portland's parks, athletic facilities, playgrounds, and all public space areas are designated as tobacco-free zones. Please pass this information along to your participants. Thank you for your voluntary compliance.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES

TYPE INITIALS

DATE

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public

space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	SSD	DATE	11-18-08
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CONDITIONS FOR USE

YOUR EVENT HAS BEEN REVIEWED BY RECREATION, AND HAS BEEN APPROVED, GIVEN CONDITIONS FOR USE BELOW (AND POLICIES ABOVE) ARE FOLLOWED.

RECREATION FEES – PARK SECURITY DEPOSIT / INSURANCE CERT.:

The permit fee (and electrical fee) for use of the area has been waived. Thank you for making a donation of 20 Polar Express Tickets to the Recreation Program. There may be other fees charged for city licenses, materials, and assistance. If you are requesting assistance from other city departments, you will need to contact them directly to inquire about the possibility of fee waivers.

A \$250 park security deposit is still due. A credit card on file at the Rec. Office will suffice (if you do not want to mail in a check). Please call in your credit card number or mail in a check (payable to: City of Portland) to the Recreation Office.

Thank you for already forwarding the certificate of insurance to the Recreation Office.

USE OF GROUNDS / REVIEW BY PARK MANAGER:

You have permission to use the grass area beside the Eastern Prom Trail and to place light displays on city property **(PENDING THIS PLACEMENT DOES NOT INTERFERE WITH THE PUBLIC'S USE OF THE TRAIL).**

No electrical cords are permitted to cross over the Eastern Prom Trail. You may decorate the East End Beach Bathhouse with lights. Electricity will not be available there so you will need to power those lights via the green power box beside the Eastern Prom Trail.

In the near future, please call the Park Manager: Joe Dumais, 874-8934, to set a meeting time to review and inspect the areas of use (and the lights and cables already in place).

CITY CLERK'S OFFICE REFRESHMENTS:

If you are serving refreshments outside at the event, please procure a Temporary Food Service License (food vendors) from the Clerk's Office, Alexandra Murphy: 874-8557. Your actual license will be handed to you after the food area passes inspection by an Inspector. If you have questions about food service, please contact the Inspections Office: 874-8693.

ELECTRICITY / INSPECTION SERVICES - ELECTRICAL INSPECTOR:

Please make sure that all cords in the public way are covered by rugs or orange cones, etc. to alleviate the tripping hazard to the public (especially across the driveway leading to the East End Beach Bathhouse). Please call the City's Electrical Inspector, Michael Collins, 874-8694, to review your electrical plans.

PARKING / VEHICLES ON THE EASTERN PROM TRAIL:

The only vehicles allowed on the trail are vehicles associated with the light installation. Please make sure that vehicles are parked so that they do not disrupt walkers and bicyclists on the trail. Vehicles must be parked on firm ground so as not to cause damage to grass areas. Any damage to grass areas will be deducted from the security deposit.

Parking for participants to Polar Express is to be in the parking lots at Ocean Gateway and surrounding businesses, or in legal parking spots on the street.

POLICE ASSISTANCE:

For any needed Police Department assistance, please call Sgt. Gary Hutcheson, 874-8554, or Lt. William Preis, 874-8569, well in advance to the event. Because of possible vandalism to the light displays, you may want to ask Gary if the Eastern Prom Trail area can get any "special attention."

POSSIBLE CONFLICTS:

There is a January 2, 2009 swim planned for East End Beach. Please make sure displays in the immediate vicinity of Cutter Street and East End Beach are removed first and that electrical cords are unplugged and removed from the site. Please also follow up with the Park Manager: Joe Dumais, 874-8934, regarding the time frame and removal of the light structures.

CREDIT CARD INFORMATION

Visa or MasterCard Number				Exp Date (Mon/Yr)		
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CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

◆ Please make out security deposit checks separate from permit fees.

PLEASE RETURN FORM AT LEAST 30 DAYS IN ADVANCE TO:

◆ Portland Recreation ~ 134 Congress Street ~ Suite 2 ~ Portland ~ ME ~ 04101 or email to: tvm@portlandmaine.gov

TOTAL AMOUNT(S) DUE TO RECREATION (Please make all security deposit checks out separately)

Permit Fee for use of area: \$40 first hr. plus \$35 each additional hr. (i.e. a 3 hour event totals \$110) If your event is rained out / cancelled, the bulk of the fee is returned (however \$40 is non-refundable) Number of Hours of Use: These fees have been waived in the past. 20 Polar Express tickets donated to Recreation Program.		Vest, Barricade, Cone Deposit: \$10 per/item	
Electricity: \$5per/hr		Public Space / Park Security Deposit: \$250	
Key Deposit: \$50 per key		Other (Porta-Restroom User Fee, etc.)	

PLEASE BE SURE AND INITIAL, DATE AND/OR ANSWER ANY HIGH-LIGHTED YELLOW BOXES.

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	11-19-2008	DATE REC'D INSURANCE	11-20-2008	PERMIT FEE AMT REC'D	\$ waived	SECURITY DEPOSIT	\$ Needed
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/15/2008

PRODUCER
Railroad Insur. Services of New England
90 Veterans Park Road
Claremont NH 03743
(603) 542-2756
Fax 5428656

INSURED
NORTHEAST RAIL COALITION

and Insured Member MAINE NARROW GAUGE
RAILROAD MUSEUM (dba) TRUST PRES. ME IND. H&T
58 Fore Street
Portland, ME 04101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: US RAIL INSURANCE COMPANY Inc., RRG
INSURER B: LLOYDS OF LONDON - Re-insurer
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	Retro-Date 11/22/2005	6/15/2008	6/15/2009	EACH OCCURRENCE \$ 5,000,000
	GENERAL AGGREGATE LIABILITY	SIR 2500pgr/15000ft			FIRE DAMAGE (Any one tier) \$ 50,000
	CLAIMS MADE	USRI 417027-07			MED EXP (Any one person) \$
	RR Liability				PERSONAL & ADV INJURY \$ 5,000,000
					GENERAL AGGREGATE \$ 10,000,000
	PRODUCTS COMPLIANCE				\$ 5,000,000
	<input checked="" type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER POLICY				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTO				BODILY INJURY (Per accident) \$
	NON-OWNED AUTO				PROPERTY DAMAGE (Per accident) \$
	RENTAL AUTO				
	HIRING CONTRACTORS				
	NON-WAIVER AUTO				
	GARAGE LIABILITY				AUTO ONLY (Per accident) \$
	ANY GARAGE				OTHER THAN AUTO ONLY (Per acc.) \$
	EXCESS LIABILITY				AUTO ONLY AGG \$
	CLAIMS MADE				EACH OCCURRENCE \$
	AGGREGATE				AGGREGATE \$
	RETENTION				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTHER \$
					FL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$
A	OTHER Liquor Liability				Per Occurrence 5,000,000
A	Hired+NonOwned Auto	USRI 417027-07	6/15/2008	6/15/2009)
A	Excess > \$1m Com Auto) Gen. Aggregate 10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The following Certificate Holder is an Additional Insured, but only relative to its insurable interests respective to liability arising out of the operations of the Named Insureds. Terrorism Risk coverage included. NOTE: (*) Except 10 days Notice for non-payment of premium.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
CITY OF PORTLAND MAINE Attn: Arthur Stevenson 239 Park Avenue Portland ME 04102		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>William A. Stapleton</i>