

Form 1 P-04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

BUILDING DEPARTMENT

PERMIT

PERMIT ISSUED

This is to certify that CITY OF PORTLAND/Convention & Visitors
has permission to Ocean Gateway Terminal (Part of area to right) permits and contract for "Harvest on the Harbor" Setup 10/18/20
AT COMMERCIAL ST CP 444 4003000 City of Portland

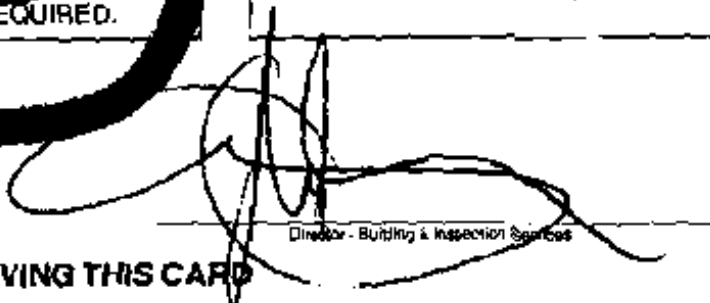
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in 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 laid or other work is had-in. 24 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. CAPT. N. Jackson
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____


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: 10 1295	Issue Date:	CBCL: 444 A003001
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Location of Construction: 6 COMMERCIAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Convention & Visitors Bureau	Contractor Address: 94 Commercial St Suite 300 Portland	Phone: 2077724994
Lessee/Buyer's Name	Phone:	Permit Type: Tents	Zone: EWPB

Final Use: Ocean Gateway Terminal (Parking area to the right)	Proposed Use: Ocean Gateway Terminal (Parking area to the right) -Tents and event for Harvest on the Harbor Setup 10/18/2010 breakdown 10/25/2010	Permit Fee: \$30.00	Cost of Work: \$30.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Sae Conch</i>	INSPECTION: Use Group: U Type: Tents <i>Asmp Structure</i>	

Proposed Project Description: Ocean Gateway Terminal (Parking area to the right) -Tents and event for "Harvest on the Harbor" Setup 10/18/2010 breakdown 10/25/2010	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</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: Idobson	Date Applied For: 10/15/2010	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Major <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: <i>[Signature]</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 checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>[Signature]</i></p>
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PERMIT ISSUED

NOV - 8 2010

City of Portland

10/18/10

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



CITY OF PORTLAND, MAINE
Department of Building Inspections

Original Receipt

12 15 20 10

Received from

Greiner Pkld Cons.

Location of Work

Saturday Oct 17 1988

Cost of Construction \$

Building Fee:

Permit Fee \$

Site Fee:

Certificate of Occupancy Fee:

Total:

30

Plumbing (11)

Plumbing (15)

Electrical (12)

Site Plan (17)

Other

Level elevs

chk. 444113

Check #

8935

Total Collected \$

30

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by:

[Signature]

WHITE - Applicant's Copy

YELLOW - Office Copy

PINK - Permit Copy



Tent/Canopy or Temporary Event Staging Permit Application

If you or the property owner owns 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>Parking lot to right of Ocean Gateway Terminal Thames St.</u>		
Date of Set up/Event <u>October 18, 2010</u>	Date of Breakdown/ End of Event <u>October 25, 2010</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>444</u> Block# <u>A</u> Lot# <u>3</u>	Property Owner: <u>City</u>	Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Convention Vis. Mgr Bureau 94 Commercial St, Portland, 207-772-4994 ME 04101</u>	Fee: \$30.00

The permit fee and the following items must be completed and submitted along with this application in order to receive a permit.

1. Certificate of Flammability
2. Letter of approval from property owner.
If the City is owner, attach a completed copy of Application to Use City Parks & Public Space from Parks & Recreation (756-8275).
3. Company name of installer (contact info).
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).
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

Who should we contact when permit is ready: Jessica Whitten -
Address: 94 Commercial St, Portland 04101 Telephone: 772-4994 x224

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.

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 974-8703.

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 he/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 the permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>Jessica Whitten</u>	Date: <u>10-6-10</u>
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This is not a permit; you may not commence ANY work until the permit is issued.



CERTIFICATE OF LIABILITY INSURANCE

OF 10 RR
CORVE-2

DATE (MM/DD/YYYY)

10/01/10

PRODUCER

Turner Barker Insurance
160 Preble Street
Portland ME 04101
Phone: 207-773-8156 Fax: 207-773-6547

INSURED

Convention & Visitors Bureau
of Greater Portland
94 Commercial 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

NAIC

INSURER A: Hanover Ins. Co

22292

INSURER B:

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired/Nonowned GENL AGGREGATE LIMIT APPLIES PER POLICY PRO. POL.	ZBP6503782	10/13/10	10/13/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & AUTO INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMBURY AGG \$ 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED: (Mandatory in ME) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> NO STRIKES/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

club, civic, service or social. City of Portland is named as additional insured RE: Harbor Festival October 21, 22, 23, 2010. Ocean Gateway Terminal & Thames Street, Portland, Maine

CERTIFICATE HOLDER

CITY OF

City of Portland
389 Congress St
Portland ME 04101

CANCELLATION

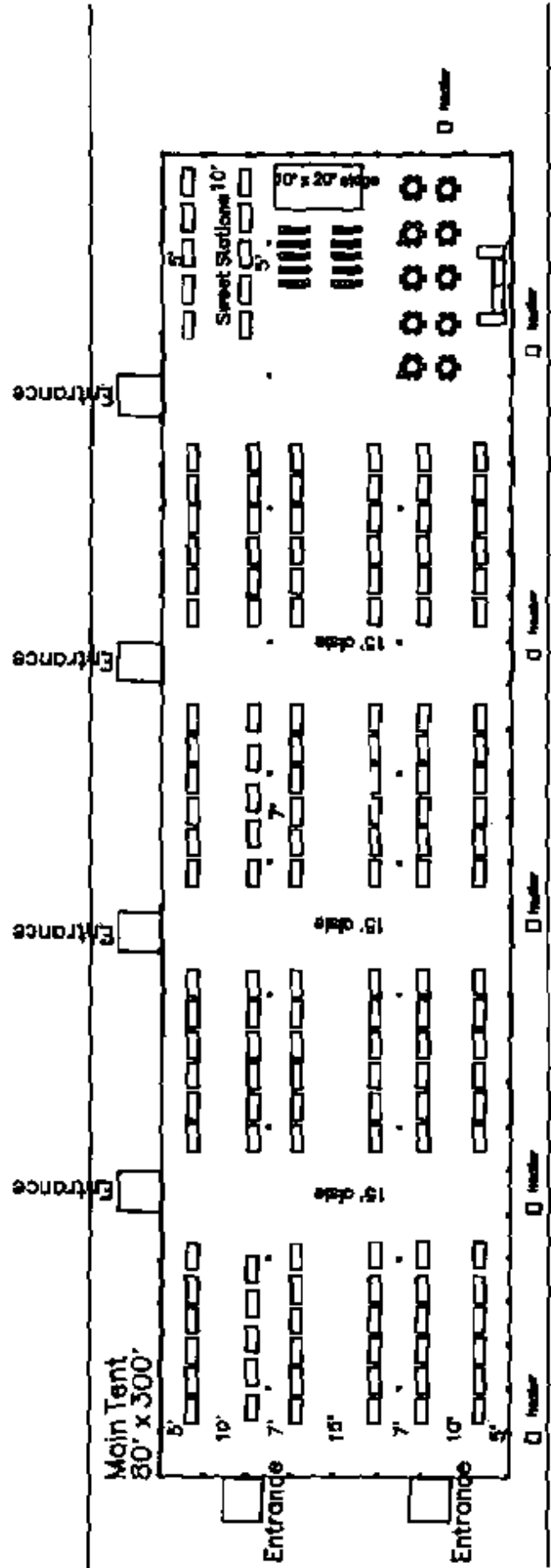
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert P. [Signature]

← Commercial St →

Harvest on the Harbor 2010
Portland, ME



Ocean Side

Prepared by Atent for Rent, Inc.

Visitor Information Center

IMPORTANT DOCUMENT

Certificate of Flame Resistance

REGISTERED
APPLICATION
NUMBER

Blank box for Registered Application Number



ISSUED BY



EVANSVILLE, INDIANA 47111

Date of Manufacture

4/16/01

Order Number

154377

MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

255000
TENT FOR RENT
125 COMMERCIAL CIR

DEDHAM MA 02026-5808

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code, equal to exceeds NFPA 701, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial #:

8152310 (1)

Description of item certified:

CENT END 86W X 20 LO SNY 10'5P

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG NEW PHILADELPHIA OH

Name of Applicator of Flame Resistant Finish

Signed:

James D. Brown

TENT DEPARTMENT--ANCHOR INDUSTRIES INC.

Certificate of Flame Resistance

REGISTERED
APPLICATION
NUMBER

131.02



ISSUED BY

ANCHOR INDUSTRIES INC

EVANSTON, ILLINOIS 60121

MANUFACTURERS OF THE FINISHING
TENT PRODUCTS DESCRIBED HEREIN

Date of Manufacture

4/09/96

Order Number

119300

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

A TENT FOR RENT
125 COMMERCIAL CIRCLE

DEDHAM MA 02026

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code, equal to or exceeds NFPA 701, CPAI 84, ULC 109. The method of the FR chemical application is:

Serial #

8157010C

(0031)

Description of item certified:

CENTU MID 80WX 30 WW VL
NO GUYS - TO ONLY

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

DURACOTE, RAVENNA, OH

Name of Applicant of Flame Resistant Finish

Signed

Louis R. Brauer

TENT DEPARTMENT-ANCHOR INDUSTRIES INC.

IMPORTANT DOCUMENT

Certificate of Flame Resistance

REGISTERED
APPLICATION
NUMBER

F140.01



ISSUED BY



EVANSVILLE, INDIANA 47711

Date of Manufacture
3/10/98

Order Number
182661

MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

A TENT FOR RENT
125 COMMERCIAL CIRCLE

DEDHAM

MA

02026

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code, equal to exceeds NFPA 701, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial A

8152100

(0001)

Description of item certified

CENT MID 80W X 30 SNYDER W W

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG, NEW PHILADELPHIA, OH

Name of Applicant of Flame Retardant Process

Signed:

James D. Russell

TENT DEPARTMENT ANCHOR INDUSTRIES INC.

IMPORTANT DOCUMENT

Certificate of Flame Resistance

REGISTERED
APPLICATION
NUMBER

F140.01



ISSUED BY:



EVANSVILLE, INDIANA 47711

Date of Manufacture
8/1/98

Order Number
189218

MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

ATENT FOR RENT
125 COMMERCIAL CIRCLE

DEDHAM

MA

020266806

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code, equal to exceeds NFPA 701, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial #:

8152100

(0001)

Description of item certified:

CENT MID 80W X 30 SNYDER W W

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG, NEW PHILADELPHIA, OH

Name of Applicant of Flame Resistant Finish

Signed

TENT DEPARTMENT - ANCHOR INDUSTRIES, INC.

IMPORTANT DOCUMENT
Certificate of Flame Resistance

REGISTRATION
APPLICATION
NUMBER

11411



ISSUED BY



EVANSVILLE, INDIANA 47725
MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date of Manufacture
02/3/84

Order Number
121007

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

255000
ATENT FOR RENT
125 COMMERCIAL CIR

DEDHAM MA 020266806

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code. All fabric has been tested and passes NFPA 701-99, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial #

81571100 (2)

Description of item certified:

CENTURY MIDDLE 80WX30 WHITE
SYSTEM 10X SPACING W/STAY-GRIIP

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

ANCHOR INDUSTRIES INC. EVANSVILLE, INDIANA

Signed:

James D. Bruck
TENT DEPARTMENT - ANCHOR INDUSTRIES INC.

IMPORTANT DOCUMENT
Certificate of Flame Resistance

REGISTRATION
APPLICATION
NUMBER

F140



ISSUED BY



EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date of Manufacture

06/12/02

Order Number

157452

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

255000
ATENT FOR RENT
125 COMMERCIAL CIR

DEOHAM MA 020286806

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code, equal to exceeds NFPA 701, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial #	6152110(2)
Description of item certified:	CURT MJD 80VX20 SNY IP SPACE

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG NEW PHILADELPHIA, OH
Name of Applicator of Flame Resistant Finish

Signed:

TENT DEPARTMENT - ANCHOR INDUSTRIES INC

IMPORTANT DOCUMENT
Certificate of Flame Resistance

REGISTRATION
APPLICATION
NUMBER

FL 401



ISSUED BY



EVANSVILLE, INDIANA 47725
MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date of Manufacture
08/12/02

Order Number
159412

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

255000
ATENT FOR RENT
125 COMMERCIAL CIR
DEDHAM MA 020280806

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code, equal to exceeds NFPA 701, CPAI 84, ULC 109.

The method of the FR chemical application is:

Serial # 415420 (2)

Description of item certified:
CENT MID 30'X30' SNY 10' SPACE

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG NEW PHILADELPHIA, OH
Name of Applicator of Flame Resistant Finish

Signed:

James D. Brown
TENT DEPARTMENT - ANCHOR INDUSTRIES INC.

IMPORTANT DOCUMENT
Certificate of Flame Resistance

REGISTRATION
NUMBER

7-12110



ISSUED BY



EVANSVILLE, INDIANA 47725
MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment

4/8/2008

Tent Identification

04598026

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

255000
ATENT FOR RENT
126 COMMERCIAL CIRCLE

DEDHAM MA 02268806

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code. All fabric has been tested and passes NFPA 701-99, CPAI 84, ULC 109.

Serial #

8067306 (6)

Description of item certified:

FILTA MARQUEE MIDDLE 9'X10'
WHITE VINYL

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

JOHN BOYLE STATESVILLE NC

Name of Applicator of Flame Resistant Finish

Signed:

A handwritten signature in black ink, appearing to read "Anchor Industries Inc.".

ANCHOR INDUSTRIES INC.

1. **Copyright.**

LESSEE assumes full responsibility for any copyright, infringement, copyright, or violation that may occur or amount of willfully at the FACILITY pursuant to this Agreement. LESSEE warrants that all copyright material to be purchased has been duly bought and/or obtained by the copyright owner or their legal representative and shall remain lawfully owned by the CITY through their duly authorized agents, agents or representatives, including legal fees. LESSEE warrants that they shall indemnify, defend and hold the CITY harmless from any and all claims, suits or expenses incurred with regard to the above, including legal fees. LESSEE upon request, shall provide the CITY with written proof prior to the start date of rental that all copyright infringement and have been satisfied by LESSEE or some other party. The CITY reserves the right to demand payment of copyright to defend them of the /republishing event and to require whether appropriate appropriate copyright has been paid. If such has been not been paid and the CITY is informed of a claim which could or will result from the event accompanied by LESSEE in this Agreement, then the CITY or the CITY Contractor shall have the right to withhold from the lessor office records a copy of any documents to satisfy any such claims and shall have the right to any such records to the knowledge of the copyright(s).

2. **Legal Fees.**

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

- 10.1 The CITY incurs legal proceedings to enforce compliance with this Agreement;
- 10.2 The CITY is made party to litigation, against the LESSEE, initiated by a third party related to LESSEE's use of the FACILITY; and
- 10.3 The CITY is required to defend itself, against any motion or defense presented by the LESSEE, arising out of or as a consequence of the FACILITY, which does not result in a final judgment in favor of the LESSEE. Then and except of defense incurred by the CITY shall be reimbursed by the LESSEE within sixty (60) days of invoice, whether the litigation is protracted to judgment or not.

3. **Indemnification.**

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

- 3.1 The LESSEE fails to comply with any of the terms or conditions of this Agreement;
- 3.2 The DIRECTOR determines, in his or her sole opinion, that the LESSEE has denied any indemnification to the CITY, in connection with its use or occupancy of the FACILITY;
- 3.3 The DIRECTOR determines, in his or her sole opinion, that the LESSEE or event it conducted at premises a substantial safety problem; or
- 3.4 The CITY is prevented from lawfully use of the FACILITY, or any portion thereof, to LESSEE on the first anniversary date to subsequent consecutive beyond the control of the CITY, such as flooding, fire damage, terrorist threats, 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 work as repair services and operations that CITY shall not be responsible for any other damages including, but not limited to, replacement and cleanup of any work.

4. **Termination by LESSEE.**

In the event LESSEE terminates this Agreement prior to January 07, 2011, the CITY shall refund the twenty-day period (21%) deposit amount, if paid. In the event LESSEE terminates this Agreement on or after January 07, 2011, the CITY shall retain the twenty-day period deposit amount, which amount, shall be applied towards the CITY's responsibility for all event-related items to be paid to the FACILITY. Notwithstanding the above, the CITY shall not be required to accept for or otherwise effect any revenues if they receive an anticipated rental of the FACILITY on the date scheduled. In addition, the CITY shall have the right to collect from the LESSEE amount to reimburse the CITY for any direct costs or expenses incurred by the CITY prior to or as a result of such termination, regardless of date.

13. **Signage Conditions.**

The LESSEE agrees to accept the FACILITY in its existing condition as the start time of rental. LESSEE further agrees that no representations, affirmations, or warranties, express or implied, have been made by or on behalf of the CITY in respect to signage, except as set forth in the provisions of this Rental Agreement. The CITY shall not be liable for any future decisions. The LESSEE shall not make any alterations or signage alterations (including, but not limited to, the attachment of any signs to any part of the FACILITY, without the prior approval, in writing, of the DIRECTOR.

14. **Liabilities to LESSEE.**

If an event is canceled, postponed or if the LESSEE shall provide written notice to the ADMINISTRATIVE OFFICER a minimum of twenty-four (24) hours prior to the start date of event.

- 14.1 All equipment, restoration of site, installation costs, lighting, water provided, water costs resulting from said plumbing or drilling shall be arranged and paid for by the LESSEE.
- 14.2 The CONTRACTOR retains the right to discontinue the contracting activities, including in any required restoration of site. If in his/her opinion the request may be harmful to the interest of the CITY, or
- 14.3 The LESSEE shall provide a copy to the DIRECTOR of any agreement reached with the permittee(s) of individual or closed and/or open occupancy on or above the FACILITY. If the contract involves the LESSEE and permittee is not, the LESSEE or permittee shall provide a letter detailing the Agreement. The letter shall be signed by the LESSEE and the permittee.

15. **Signage.**

- 15.1 Liability Insurance. LESSEE shall provide One Million Dollars (\$1,000,000) conditional single limit commercial general liability including contractual liability and Two Million Dollars (\$2,000,000) aggregate, naming the City of Philadelphia as an additional insured. A copy of the certificate of the required insurance must be received by the Administrative Office 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 cancellation of insurance from the insurance company or agent. CITY shall immediately upon receipt of the FACILITY and cancel the event (LESSEE does not purchase the required insurance if the certificate of insurance is not received a minimum of seven (7) days prior to the start time of rental.
- 15.2 Real and Additional Insurances. CITY reserves the right to require the purchase of additional insurances, including but not limited to: fire, theft, and liability insurance at the LESSEE's expense. The LESSEE shall provide a copy of the certificate of the required insurance to the CITY, in addition to a minimum Five Hundred Dollar (\$500) additional charge.
- 15.3 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 Office. The certificate must provide thirty (30) days written notice to the CITY of cancellation of insurance from the insurance company or agent. The DIRECTOR shall provide the LESSEE with a copy of the FACILITY if the certificate is not on file.
- 15.4 Product Liability. All insurance provided by the LESSEE shall be primary to any insurance the CITY may have purchased to the Business. All insurances required by this Agreement shall be placed with insurers licensed to do business in the State of Pennsylvania.

16. **Indemnification.**

To the full extent permitted by law, the LESSEE shall indemnify and hold harmless the CITY, its officers and its employees from and against all claims, demands, 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, demands, loss or expenses: is attributable to bodily injury, all kinds, illness, or death or to injury to or destruction of tangible property, including the use of the structure, and is caused in whole or in part by the negligence or omissions of the LESSEE, the LESSEE's subcontractors, their employees, officers, agents or contractors; the performance of this Agreement. LESSEE hereby understands that the City of Philadelphia, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to any person or property concerning damage or arising out of use of the FACILITY. To the full extent permitted by law, LESSEE agrees to assume all risk of injury, harm or damage to person or property arising from or in connection with the use of the FACILITY.

LESSEE may not assign this Agreement. (In cases where LESSEE is transferring or processing a "Trade Show" which exhibitors traditionally lease space from this 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 choose not to allow a certain exhibit(s). This includes any exhibit that would be in conflict with the CITY's Beverage Marketing Agreement(s). Should the CITY require this agreement, it shall not be responsible for any damage to LESSEE's exhibits or inventory. If a list of exhibitors is not received in accordance with five (5) days prior to the start time of rental, LESSEE is subject to a minimum Fine Hundred Dollar (\$100) additional charge).

Notice

Notice to the CITY provided for herein shall be sufficient if sent by Registered Mail, postage prepaid, addressed to City of Portland, 180 Congress Street, Portland, ME 04101 and by Jersey or Public Agency Practice, 339 Park Ave., Portland, ME 04103, and notice to the LESSEE if sent by Registered Mail, postage prepaid, addressed to Elizabeth A. Wilson, Bureau of Contract Procurement, 44 Commercial Street, Suite 300, Portland, Maine 04101, or to such other responsible address as the person may designate in writing from time to time.

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.

BY VERONICE WEINSTEIN, the said CITY OF PORTLAND has caused this agreement and to be hereunto affixed and these measures to be signed by Arthur H. Spangherman, Jr. its Public Assistant/Executive Director, personally duly authorized, and Barbara Whitson, President & CEO has caused this Lease to be signed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

By: _____
CITY OF PORTLAND
(Print or type name)

By: _____
LEASSEE
(Print or type name)

By: _____
By: _____
(Print or type name)

EXHIBIT A
Dates of Revised Agreements:
09/07/2010
Facility:
Oxon Gateway Terminal Building
028-0054-0311

Organization receiving LESSEE:
Commission & Veterans Bureau of Greater Portland
Barbara Whitson, President & CEO
807) 774 - 6468
Fax: 807) 874 - 8049

Telephone:
0:00 am Wednesday October 20, 2010
Start time of facility rental:
11:00 am Monday October 24 2010
End time of facility rental:
No event on this weekend
Event:
To be set by the City of Portland's Fire Prevention Officer for each event.
Capacity:
confirm later

RENTAL FEE:
Three (3) days

Thursday October 21 - Saturday October 23
3 Main-Press Rentals @ 750.00/day
Wednesday October 20, Thursday October 24, Saturday October 26
3 Local-Ind.-Joint-Our-Past-Press Rentals @ 675.00/day

REQUIRED STAFF:
Event Coordinator:
3 days (Fri, Sat, Sun) @ 500.00/day
3 days (Wed, Thu, Mon) @ 350.00/day
Event Staff Supervisor:
21 hours @ 11.00/hour
Event Staff:
100 hours @ 14.00/hour
50 hours @ 14.00/hour
Technical Staff:
50 hours @ 21.00/hour
Operations Staff:
14 hours @ 21.00/hour
City of event less offset responsibility of lessee
Miscellaneous event services:
City of Portland Public Staff:
City of Portland Fire/Police:
Event Equipment Rental:
Tables:
0.00 per table used
50 per chair used
responsibility of lessee
Responsibility of lessee
Contract three FairPoint Communications, responsibility of lessee

INITIAL ESTIMATE OF CITY SERVICES:
30% 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

14,000.10
3,720.77
11,279.33

Attachment 6

Provision of Remedy/Relief:

All production work, labor, services, operations, parts, and loading shall be provided by the LESSEE. As there are no by products, LESSEE must provide all lighting, sound, and props used in the production of the event. LESSEE may not use equipment of any kind in this space during the third holiday season, with the exception of the most common, or any other equipment part of the FACILITY.

Electrical Services:

LESSEE's subcontractors shall be responsible for both the materials and equipment required to provide service and the set up of needed FACILITY electric. All work shall be done by only Licensed Electricians approved by the Public Utility Board and all electric service shall be provided by the Director of Operations. All electrical equipment must comply with federal, state, county, and municipal laws. Electric service to exhibitors is provided only during event hours. Any requirement for the event shall be provided with both the equipment and the Director of Operations prior to the start of event. CITY shall not provide electrical service to exhibitors. The LESSEE's subcontractors shall not be in any way in violation with Maine State Law and must comply with all other applicable laws. Using the equipment provided by the Director of Operations, the LESSEE's subcontractors shall be responsible for the flow and must meet the demands of all work with within scope of another order approved by the Director of Operations. The CITY's maintenance team remains responsible for all services at CITY electric and shall all work, production company, and adjacent equipment. It shall comply with federal, state, county, and municipal laws. It is the responsibility of the LESSEE's subcontractors to provide all work and to coordinate all work in accordance with the State of Maine Electrical Code and under the supervision of the Director of Operations.

Contract

The LESSEE and its subcontractors agree to use only those subcontractors and vendors on file at the ADMINISTRATIVE OFFICE prior to installing the any items to be used at the FACILITY. The SUBCONTRACTORS shall be the Selection of Operations may prohibit the LESSEE'S SUBCONTRACTORS from using the FACILITY, if the vendor is not on file.

Alcohol, Drugs, and Tobacco

LESSEE agrees to maintain all signs and exits at all times and to order that any item be removed from the area or to any other venue of the DISTRICT. LESSEE shall not consume, or allow any of its exhibitors, subcontractors, agents, employees or other persons to consume or use the premises to consume, or allow any person to consume, any alcoholic beverage. In the event that LESSEE or any of its exhibitors, subcontractors, agents, employees or other persons do consume or use the premises to consume or use the FACILITY or any part thereof, LESSEE shall immediately remove the cause and return the CITY to compliance. In the event that the CITY is requested to provide emergency services, it shall be the responsibility of the LESSEE to provide and pay for such services. LESSEE shall pay and serve the CITY has released from any and all damages, loss, or liability of any kind whatsoever resulting from the actions or omissions of its exhibitors, subcontractors, agents, employees or other persons if permitted to consume or use the FACILITY or any part thereof, including to the extent that the CITY may, at any time, immediately release emergency services of the FACILITY and request the event, if that event occurs, by a court order, and any violation of regulatory orders are not requested or do not comply with City of Portland ordinance.

Event Zone, Tables, Displays, and Booths

City of event floor plans, any table contracts, and any contracts or agreements shall be provided at the ADMINISTRATIVE OFFICE prior to the start of event. All floor plans must comply with all requirements of the City's Planning and Development Department and changes by the DISTRICT. The CITY reserves the right to designate any part as "contracted area" and it shall be the responsibility of the LESSEE to offer it as a contracted area prior to the DISTRICT. The DISTRICT reserves the right to require any floor plans. LESSEE shall provide the CITY with, at any time, immediately release emergency services of the FACILITY and request the event, if that event occurs, by a court order, and any violation of regulatory orders are not requested or do not comply with City of Portland ordinance.

6. Insurance

Maine State Law prohibits limiting in any way the FACILITY LESSEE's rights and understands that the CITY reserves the right to enforce that law during this event and to recover from the building any individual that refuses to comply with Maine State Law. LESSEE agrees to endorse this law with individual exhibitors and performers as requested by the DISTRICT.

7. Alcohol, Beverages and Food/Drink

No person who is under the influence of alcoholic beverage or illegal drugs shall be allowed to enter or remain in the FACILITY. Only a Qualified Cheering Section (QCS) licensed by the State of Maine may bring alcoholic beverages on to the event on alcoholic beverages of City of Portland property. Licensed, exhibitors, vendors, team buyers and other representatives or agents 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 areas to the public, including in order to close, at any time to protect public safety. The DISTRICT may do this at any time to address:

- 8.1: Compliance of all exhibits, signs or structures
- 8.2: Compliance of all exhibits, signs or structures of this event (including in order to close and located on Exhibit A).

LESSEE understands that the CITY may immediately release emergency services of the FACILITY, caused to event, and to the extent of the FACILITY, if the LESSEE fails to cooperate, in any way, to protect public safety.

9. Insurance and Tents

LESSEE shall be responsible for obtaining and making payment for all insurance and policies required by the City, County, State, and Federal, including but not limited to, fire, theft, and damage provided by regulations, ordinances, or laws. LESSEE shall comply with any and all laws, codes, and health and safety requirements during the use of the FACILITY.

10. Licensed and Booth Tents

All permits obtained by the CITY shall be used by the CITY. The LESSEE shall be responsible for the payment of any fees or special taxes, or any other governmental requirements which may be applicable to the LESSEE's use of the FACILITY.

11. Theatrical Fire, Smoke, Explosions, and Disasters of Other Events

LESSEE shall not make or promote any act or performance in which fire, flames, or explosive devices are involved or used, without the prior written approval of the Fire Prevention Bureau of the City of Portland, Maine and the DISTRICT. For all such acts or performances and for any acts or performances in which there is used, a City of Portland Fire Officer must be present for all rehearsals, sound checks, and performances.

to Section 5.3 of the Agreement, the PARTNER hereby waives the CITY's copyrighting rights.

Food and Non-alcoholic Beverage Sales

LEASER agrees to the following terms and conditions with respect to the distribution of any food or non-alcoholic beverage (items included in the Sales Price). The portions of this Agreement, both non-negotiable language and subject, has not been altered, revised, amended, or changed in any way, and shall remain in full force and effect. LEASER agrees to indemnify and hold the CITY harmless from and against all claims, damages, losses, costs, expenses, attorney's fees and all other liabilities, including reasonable attorney's fees, that may be incurred by the CITY or its employees, agents, contractors, subcontractors, or other personnel in connection with the performance of the following conditions:

1.1 Leasener LEASER's subcontractor shall provide the insurance required in Section 1.8 of the Rental Agreement.

Alcoholic Beverage Sales

LEASER agrees to the following terms and conditions with respect to its distribution of any and all alcoholic beverages (not included in the Sales Price).

2.1 Alcoholic Beverages: Alcoholic beverages shall be sold, distributed, and/or served by a Qualified Selling Bureau (QSB), licensed by the State of Maine.

LEASER shall make compliance with the following conditions by the Licensed Contractor:

2.2 Licensed Contractor shall submit to both the State of Maine and the City of Portland City Clerk an Application for General Permits by Qualified Selling Bureau, and shall provide a copy of the approved Application by Certified Mail to CITY.

2.3 Licensed Contractor shall provide the insurance required in Section 1.8 of the Rental Agreement. Additionally, the State of Maine requires Licensed Contractor to provide insurance in the amount of the amount per One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and/or property damage, naming the City of Portland as an additional insured from such causes. A copy of the certificate of insurance shall be on file at the Administrative Offices. The conditions shall provide thirty (30) days written notice to the CITY of termination of insurance from the Administrative Offices. The

Document shall prohibit the LEASER from allowing any other sales in the Administrative Offices. If the condition is not in file

APPENDIX D

Ticket Distribution

Partner hereby agrees to the provisions of Section 7.2 of the Agreement.

LEASER agrees to provide the DISTRIBUTOR with a sales program, such as through printer and a complete outline of proposed ticket distribution from website(s) being prior to the time tickets are scheduled to go on sale. Ticket distribution is subject to review and change by the DISTRIBUTOR. The DISTRIBUTOR, at any time, shall have the right to withhold sales proceeds at its sole discretion, and reports of the LEASER for the event at the FACILITY are not to be considered necessary. LEASER agrees to provide all such information available and to supplement and to update such information as may be needed by the DISTRIBUTOR to release to the CITY any and all ticket information regarding their event.