

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that City of Portland

Located At 6 COMMERCIAL ST

Job ID: 2012-07-4432-SE

CBL: 444- A-003-001

has permission to Old Port Hoopla 2012 tent event 7/13

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

CLOSED

SCANNED

OCEAN
GATEWAY

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-07-4432-SE	Date Applied: 7/10/2012	CBL: 444- A-003-001	
Location of Construction: 6 COMMERCIAL ST – OCEAN GATEWAY TERMINAL	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST PORTLAND, ME 04101	Phone:
Business Name: Casco Bay Sports	Contractor Name: Taylor Rental Center	Contractor Address: Route 111, Biddeford, ME 04005	Phone:
Lessee/Buyer's Name: Patrick Hackleman	Phone: 207-641-5749	Permit Type: TENTS - Tents	Zone: EWPZ
Past Use: Ocean Gateway Terminal	Proposed Use: Same – Ocean Gateway Terminal – erect 20' x 30' tent for "Old Port Hoopla" – set up July 13, 2012 & break down July 14, 2012	Cost of Work:	CEO District:
		Fire Dept: Approved Denied N/A	Inspection: Use Group: <i>U</i> Type: <i>Tent</i> Signature: <i>[Signature]</i>
Proposed Project Description: Old Port Hoopla 2012 tent		Pedestrian Activities District (P.A.D.)	

Permit Taken By: Brad	Zoning Approval		
<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 informatin may invalidate a building permit and stop all work.</p>	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>07 11 2012</i>	Zoning Appeal <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 Date:	Historic Preservation <input checked="" type="checkbox"/> Not in Dist or Landmark <input 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>Jan</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 appication 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



EWPZ

Tent/Canopy or Temporary Event Staging Permit Application

Return 7/10/12
2012-07-4432-5E

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: Ocean Gateway Terminal (Lanes)			For Old Port Dupla Brest (th) - Kernman
Date of Set up/Event 7/13 / 7/14		Date of Breakdown/ End of Event 7/14 / 7/14	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 444 A003	Property Owner: City of Portland		Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Caro Buy Sports 201-0263 PO Box 7581 Portland, ME 04101		Fee: \$30.00

RECEIVED
JUL 10 2012

RECEIVED
JUL 09 2012

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

- Certificate of Flammability
- Letter of approval from Dept. of Building Inspections City of Portland Maine property owner.
If the City is owner, attach a completed copy of Application to Use City Parks & Recreation (756-8275).
- Company name of installer (contact info): Caro Buy Sports
- 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).
- 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: Patrick Hackleman
Address: PO Box 7581 Portland, ME 04101 Telephone: 207-641-5749

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 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:	Date: 7/10/12
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This is not a permit; you may not commence ANY work until the permit is issued.



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

7/10 2012

Received from Casco Bay Sports

Location of Work Ocean Gateway
Old Port Hoopla

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

hand over 7/13 Total: 30

Building (IL) _____ Plumbing (IS) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: _____

Check #: 1044 Total Collected \$ 30

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

Taken by: 

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Receipts Details:

Tender Information: Check , Check Number: 1044

Tender Amount: 30.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 7/10/2012

Receipt Number: 45815

Receipt Details:

Reference ID:	7206	Fee Type:	BP-Tent/Event
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-07-4432-SE - Old Port Hoopla 2012 tent event 7/13			
Additional Comments: 6 Commercial			

Thank You for your Payment!

IMPORTANT DOCUMENT

Certificate of Flame Resistance

REGISTERED APPLICATION NUMBER

F121.4



ISSUED BY



EVANSVILLE, INDIANA 47711

Date of Manufacture
4/12/99

Order Number
214875

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:

FOUR SEASONS INC.
DBA: TAYLOR RENTAL CENTER
RTE 111 BUSINESS PARK
BIDDEFORD ME 04005

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 #:

8115900

(0002)

Description of item certified:

A P CPY TOP 20W X 30 VL W W

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

JOHN ROYLE & CO
STATESVILLE, NC

Name of Applicator of Flame Resistant Finish

Signed:

TENT DEPARTMENT—ANCHOR INDUSTRIES INC.

**RENTAL AGREEMENT
CAMT0018.Jul13**

THIS AGREEMENT is made this EIGHTH day of MARCH 2012 between the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter "**CITY**") and CASCO BAY SPORTS (hereinafter "**LESSEE**").

W I T N E S S E T H:

WHEREAS, **CITY** is owner of the Facility known as OCEAN GATEWAY (hereinafter "**FACILITY**"); and

WHEREAS, the **LESSEE** desires to lease said **FACILITY** from **CITY** for the purpose of AMATUER ATHLETIC EVENT

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 QUEUING LANES.

2. Use.

The **FACILITY** shall be used for OLD PORT HOOPLA. 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 8:00 AM FRIDAY JULY 13 THRU 11:59 PM SUNDAY JULY 15 2012. 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 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 is due upon signing, and the balance of payment of the base rent 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. Merchandising Fee.

The CITY will charge a thirty-five (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.

6. Facility Services and Equipment Rental.

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

- 6.1 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.
- 6.2 Ticket Sales. 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.
In the event that LESSEE fails to comply with this provision, this Agreement shall be terminated as provided in paragraph 13.
- 6.3 Day of Event Ticket Takers. CITY shall require and supply day of event ticket takers for all commercial shows.
- 6.4 Catering.
- 6.4.1 Food and Non-alcoholic Beverage Service. LESSEE is permitted to sell food and non-alcoholic beverages during the event at the FACILITY, provided that the following conditions are met. For purposes of this Agreement, food and non-alcoholic beverages shall include, but not be limited to, cold, hot, prepared, packaged and ready to eat foods, coffee, tea, soda, water and juice. LESSEE or its subcontractor shall obtain all necessary food service licenses prior to the event. In the event that LESSEE employs a subcontractor to provide food or non-alcoholic beverage distribution, the subcontractor shall also obtain the insurance required in Section 16 of this Agreement.
- 6.4.2 Alcoholic Beverage Services. LESSEE is permitted to sell alcoholic beverages during the event at the FACILITY, provided that the following conditions are met. Alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (28-A M.R.S.A. §1076), licensed by the State of Maine. Said catering service shall submit to both the State of Maine and the City of Portland City Clerk an Application for Catered Function by Qualified Catering Service and shall provide a copy of the approved Application for Catered Function to CITY. Said catering service shall obtain the insurance required in Section 16 of this Agreement, as well as liquor liability coverage in an amount not less than 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 claims. 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 or its licensed contractor access to the FACILITY, if the certificate is not on file.
- 6.5 Custodial Services. CITY shall provide all custodial services for the event at the level deemed required by the DIRECTOR.

7. 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.

- 7.1 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.
- 7.2 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.

8. 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.~~

9. 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**. 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.

10. 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).

11. 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:

- 11.1 The **CITY** initiates legal proceedings to enforce compliance with this Agreement;
- 11.2 The **CITY** is made party to litigation, against the **LESSEE**, instituted by a third party related to **LESSEE**'s use of the **FACILITY**; and
- 11.3 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.

12. Termination.

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

- 12.1 The **LESSEE** fails to comply with any of the terms or conditions of this Agreement;
- 12.2 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**;
- 12.3 The **DIRECTOR** determines, in his or her sole opinion, that the attraction or event is hazardous or presents a substantial security problem; or
- 12.4 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.

13. 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.

14. 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**.

15. Telecasting or Filming.

If an event is telecast, videotaped or filmed, **LESSEE** must provide written notice to the **ADMINISTRATIVE OFFICES** a minimum of twenty four (24) hours prior to the start time of rental.

- 15.1 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**;
- 15.2 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

15.3 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.

16. Insurance.

- 16.1 **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.
- 16.2 **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.
- 16.3 **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.
- 16.4 **Primary Insurance.** All insurance provided by the **LESSEE** shall be primary to any insurance which the **CITY** may have.
- 16.5 **Licensed to do Business.** All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Maine.

17. Indemnification.

To the fullest extent permitted by law, the **LESSEE** shall indemnify and hold harmless the **CITY**, its officers and its 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**.

18. 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). This includes any exhibit that would be in conflict with the **CITY**'s Beverage Marketing Agreement(s). Should the **CITY** make this election, it shall not be responsible for any damages to **LESSEE** resulting there from. 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).

19. Notices.

Notices to the CITY provided for herein shall be sufficient if sent by, postage prepaid, addressed to City of Portland Public Assembly Facilities, 239 Park Ave., Portland, ME 04102, and notice to the LESSEE if sent by, postage prepaid, addressed to CASCO BAY SPORTS PO BOX 7581 PORTLAND ME 04112, or to such other respective addresses as the parties may designate in writing from time to time.

20. 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 ANDREW DOWNS, its DIVISION DIRECTOR, thereunto duly authorized, and PAT HACKLEMAN 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

(Print or type title)

LESSEE

By: _____

(Print or type name)

Its

(Print or type title)

EXHIBIT A

Date of Rental Agreement: MARCH 8, 2012

Facility: OGW

Rental Agreement #: CAMT0018.JUL13

Organization renting (LESSEE): CASCO BAY SPORTS
Organization representative: PAT HACKLEMAN
Telephone: 1.207.221.0203
Start time of facility rental: 7:00 AM FRIDAY JULY 13, 2012
End time of facility rental: 11:59 PM SUNDAY JULY 15, 2012
Event: OLD PORT HOOPLA
Capacity: 1,000

RENTAL FEE:

Terminal/Queuing

1 Commercial Rentals @ 2500.00/day

waived

REQUIRED STAFF:

Event Coordinator:	3 days @ 250.00/day	<u>750.00</u>
Event Staff Supervisor:	23 hours @ 21.50/hour	<u>494.50</u>
Event Staff:	92 hours @ 14.00/hour	<u>1,288.00</u>
Event Staff Load In:	20 hours @ 14.00/hour	<u>280.00</u>
Overnight Staff	28 hours @ 18.75/hour	<u>525.00</u>
Operations Staff:	33 hours @ 14.00/hour	<u>462.00</u>

Police:	<u>TBD</u>
Fire:	<u>TBD</u>
MedCu:	<u>TBD</u>

TOTAL ADVANCE BILLING	\$3,799.50
25% PAYABLE UPON SIGNING THE CONTRACT	\$ 949.88
BASE RENT BALANCE DUE SEVEN (7) DAYS PRIOR TO START TIME OF RENTAL	\$2,849.62
Insurance certificate must be received seven (7) days prior to the start time of rental.	

EXHIBIT B

1. Production Responsibilities.

All production needs, labor, set-up, operation, strike and loading must be provided by the **LESSEE**. As there are no fly points, **LESSEE** must ground support all lighting, sound, and props used in the production of the event. **LESSEE** may not attach equipment of any kind to the arena ceiling, the fixed bleacher seating structure, the roof structure, or any other structural part of the **FACILITY**.

2. 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 **CITY**'s electrician must 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. 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.

3. Drapes.

The **LESSEE** and its 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.

4. 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.

5. 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.

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.

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 visibly intoxicated or under the influence of illegal drugs shall be allowed to enter or remain in the **FACILITY**. Excessive consumption of alcoholic beverages and the use of illegal drugs are prohibited on 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 C

Pursuant to Section 6.4 of the Agreement, the **DIRECTOR** hereby waives the **CITY**'s exclusive catering rights.

1. Food and Non-alcoholic Beverage Service.

LESSEE agrees to the following terms and conditions with respect to its distribution of any food or non-alcoholic beverage (free or included in the ticket price). For purposes of this Appendix, food and non-alcoholic beverages shall include, but not limited to, cold, hot, prepared, packaged and ready to eat foods, coffee, tea, soda, water and juice. In the event that **LESSEE** employs a subcontractor to provide food or non-alcoholic beverage distribution, **LESSEE** shall insure subcontractor's compliance of the following conditions:

- 1.1 Insurance. **LESSEE**'s subcontractor shall provide the insurance required in Section 18 of the Rental Agreement.
- 1.2 **LESSEE** or its subcontractor shall obtain all necessary food service licenses prior to the event.
- 1.3 Portland Exposition Building, Fitzpatrick Stadium, Ocean Gateway, Ocean Gateway Queuing Lanes and Hadlock Field are in an exclusive beverage marketing agreement with Coca-Cola Northern New England (CCNNE) which requires that all non-alcoholic beverages, whether hot or cold, carbonated or non-carbonated or naturally or artificially flavored drinks sold or distributed at Ocean Gateway be CCNNE products. The agreement excludes milk, flavored milk, non-alcoholic beer, tap water, brewed hot coffee, hot chocolate or brewed hot tea.

2. Alcoholic Beverage Services.

LESSEE agrees to the following terms and conditions with respect to its distribution of any and all alcoholic beverages (free or included in the ticket price).

- 2.1 Licensed Contractor. Alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (§1076), licensed by the State of Maine.

LESSEE shall insure 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 Catered Function by Qualified Catering Organization and shall provide a copy of the approved Application for Catered Function to **CITY**.
- 2.3 Licensed Contractor shall provide the insurance required in Section 18 of the Rental Agreement.
- 2.4 Insurance re: the Service of Alcoholic Beverages. Licensed Contractor agrees to provide insurance re: the service of alcoholic beverages, in an amount not less than 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 claims. 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** or its licensed contractor access to the **FACILITY**, if the certificate is not on file.

OCEAN GATEWAY TERMINAL

Thames St

COMMERCIAL ST
DIA ST

COURTS

COURTS

COURTS

COURTS

COURTS

COURTS

VENDORS

CENTER COURT

REGISTRATION

HOSPITALITY

ENTRANCE

20
23
Using Water filled
Barriers - Event Center
on side of Park O' Reed
City of Portland



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chalmers Insurance Group - Gorham PO Box 10 65 Main Street Gorham ME 04038	CONTACT NAME: Lucinda Drown, CRIS, ACSR PHONE (A/C No. Ext): (207) 839-3371 FAX (A/C. No.): (207) 839-7050 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: MEMIC INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23850 11149
INSURED Casco Bay Sports LLC 51 Alton St Portland ME 04103		

COVERAGES **CERTIFICATE NUMBER:** CL127908401 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK804888	1/18/2012	1/18/2013	MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1810092651	12/7/2011	12/7/2012	E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Old Port Hoopla 3 v 3 Basketball Tournament
July 14th, 2012
Ocean Gateway Terminal
Ocean Gateway Pier
Portland, ME 04101

CERTIFICATE HOLDER City of Portland Portland, ME	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Amy Leonard/AMYLEO 