

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Lessee: John Mixon

Located At 6 COMMERCIAL ST (OCEAN GATEWAY)

Job ID: 2012-08-4704-SE

CBL: 444- A-003-001

has permission to Temporary Structure: To erect a 40 by 60 foot tent ("Run for the Fallen Maine") on 08/19/2012.
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

08/16/212

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

SCANNED

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.**

1. Location/ Set-Up
2. Final Inspection (Tent Removed)

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.



PORTLAND MAINE

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

Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-08-4704-SE

Located At: 6 COMMERCIAL ST CBL: 444- A-003-001

Conditions of Approval:

Inspections

1. This permit DOES NOT authorize any construction activities. The tent must be removed at the end of the event.
2. A separate permit is required for any temporary electrical work.
3. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Fire

1. Tents shall have an approved fire resistant rating and maintain 10' between stake lines. No smoking or open flame allowed within 10'. Provide at least one 2A:10 BC fire extinguisher.
2. If the tent is to be occupied during hours of darkness emergency lighting shall be provided.
3. The event planner reports that the tent will be open on all sides (canopy only). If the tents have sides a minimum of two remotely located exits with exit signs shall be provided.
4. Seating shall not exceed 1 seat per 15 ft² (160 seats). A 42 inch center isle shall be provided.



City Manages

Jeff Levine 4th

Tent/Canopy or Temporary Event Staging Permit Application

Final
8/14
(B)

2012-08-4704-5E

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: <u>Thames St Ocean Gateway</u> EWPZ		
Date of Set up/Event <u>8-19</u>	Date of Breakdown/ End of Event <u>8-19</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>444</u> Block# <u>A</u> Lot# <u>003</u>	Property Owner: <u>City of Portland</u>	Telephone: <u>my 251-1254 874 - Public Facilities 8200</u>
Lessee/Buyer's Name (If Applicable) <u>Run for the Fallen MAINE</u>	Applicant name, address & telephone: <u>John Mixon</u> <u>26 Vinton Rd</u> <u>OGUNQUIT, ME</u> <u>251-1254</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> <ol style="list-style-type: none"> Certificate of Flammability Letter of approval from property owner. If the City is owner, attach a completed copy of Application to Inspections City Parks & Public Space from Parks & Recreation (756-8275). Company name of installer (contact info). 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 		
<p>Who should we contact when permit is ready: <u>John Mixon</u> <u>jmixon@maine.com</u> Address: <u>26 Vinton Road</u> Telephone: <u>251-1254</u> <u>OGUNQUIT ME</u></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.		

RECEIVED
AUG 14 2012
Dept. of Building Inspections
City of Portland Maine

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: <u>8-10-12</u>
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This is not a permit; you may not commence ANY work until the permit is issued.



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , Check Number: 637

Tender Amount: 30.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 8/14/2012

Receipt Number: 47081

Receipt Details:

Referance ID:	7633	Fee Type:	BP-Tent/Event
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-08-4704-SE - Tent: Run for the fallen; 8/19/12			
Additional Comments: 6 Commercial; Ocean Gateway			

Thank You for your Payment!

Portland Ekpo

February 1, 2012

John Mixon
Run for the Fallen Maine
26 Vinton Rd
Ogunquit ME 03907

Mr. Mixon:

Enclosed is the City of Portland Rental Agreement CRCP0014.Aug13 for the **Run for the Fallen Reception**, at the Ocean Gateway Terminal Building, with rental from 6:00 am thru 11:59 PM Sunday August 19th, 2012.

Please sign and return it to my attention, with the required 25% deposit amount of \$437.50. The Total Advance Billing amount is due seven (7) days prior to the start time of your event

You can expect to receive a copy of the enclosed City of Portland Rental Agreement, signed for the City of Portland, within seven (7) days of our receipt of both copies or on the day of your event (subject to receipt of both copies). **Please note that any additional changes you make in the attached Rental Agreement must be negotiated with and initialed by the City of Portland, to be accepted.**

It is important to note that, as of May 01, 2009, Ocean Gateway is one of a number of city facilities included 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.

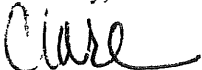
City of Portland Rental Agreements require that you agree to maintain all aisles and exits at all times and "comply with any and all life, safety, and health code requirements during the use of" PAF venues. The State of Maine has adopted National Fire Protection Agency (NFPA) Life Safety Code (NFPA 101). Consistent with that and other applicable code (NFPA 701, NFPA 703, and UL-1975), as enforced by the State of Maine Fire Marshall and the City of Portland's Fire Prevention Officer, please note:

Items used in booth construction and decoration, including but not limited to bunting, table coverings, drapes, signs, and banners must be fire retardant. If a certificate of fire retardency is not available, items are subject to on-site testing. If on-site testing is not an option and a certificate is not available, you must remove the item.

Both the City of Portland's Fire Prevention Officer and the State of Maine Fire Marshall may conduct pre-opening and ongoing inspections of your event. The City of Portland's Fire Prevention Officer and the State of Maine Fire Marshall reserve the right to delay opening, require removal of items, close booths, or implement other corrections (including closure of the event).

Recreation and Facilities Management staff and the City of Portland are proud to host your event and are ready to work with you to facilitate its success. Please do not hesitate to call or visit if we can be of any help. Thank you.

Sincerely,



Clare Norton
Administrative Assistant

RENTAL AGREEMENT

THIS AGREEMENT is made this first day of February 2012 between the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter "CITY") and Run for the Fallen (hereinafter "LESSEE").

W I T N E S S E T H:

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

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

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 Terminal Building, Ocean Gateway Receiving Building.

2. Use.

The FACILITY shall be used for Run for the Fallen Reception. 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 7:00 am thru 11:59 pm Sunday August 19th, 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 is 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 shall be made 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 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 (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.

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 four (4) complimentary tickets for each individually ticketed event or each exhibit show at the Ocean Gateway Terminal Building.~~

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** must provide written notice to the **ADMINISTRATIVE OFFICES** a minimum of twenty four (24) hours prior to the start time of rental.

- 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**, 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**.

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). 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 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, 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 Run for the Fallen 26 Vinton Rd Ogunquit ME 03907, 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 Andrew Downs, its Division Director, thereunto duly authorized, and John Mixon - President 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 Terminal Building
CRCP0014.Aug13

Date of Rental Agreement: 2/1/2012

Rental Agreement #:

Organization renting (LESSEE):	Run for the Fallen
Organization representative:	John Mixon
Start time of facility rental:	7:00 AM Sunday August 19, 2012
End time of facility rental:	11:59 PM Sunday August 19, 2012
Event:	Run for the Fallen Reception
Capacity:	Reception

RENTAL FEE:

Terminal Building

1 Non - Commercial Rental @ 2250.00/day

1,750.00

ADDITIONS:

Sound: responsibility of lessee - **GROUND SUPPORT ONLY**
Lighting: responsibility of lessee - **GROUND SUPPORT ONLY**

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 DUE PRIOR TO START TIME OF RENTAL	1,750.00
25 % Deposit Due with the Signing of this Rental Agreement	437.50
Balance Due Seven (7) Days Prior to the Start of Rental	1,312.50

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 ceiling, , 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

All floor plans must comply with all ordinances of the City of Portland and are subject to review and change by the **DIRECTOR**.

LESSEE understands the **CITY** may, at any time, immediately refuse continued rental of the **FACILITY** and cancel the event, if the floor plans, are not received or do not comply with City of Portland ordinances.

6. 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.~~

7. 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**.

8. 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.

9. 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:

- 9.1 Overcrowding in aisles, exits or entrances
- 9.2 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.

10. 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**.

11. 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**.

12. 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 7.5.2 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 ~~Additional Payment Due the CITY. If LESSEE utilizes any person or company other than the CITY or CITY's subcontractors for the provision and service of food and non-alcoholic beverages, LESSEE shall make payment to CITY in the amount of \$1.00 per attendee. Payment shall be due and made at the conclusion of the FACILITY rental. This payment is waived if any payment is due in Section 2.2.~~

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:

- 1.2 Insurance. **LESSEE**'s subcontractor shall provide the insurance required in Section 18 of the Rental Agreement.

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.
- 2.2 ~~Additional Payment Due the CITY. If LESSEE utilizes any person or company other than the CITY or CITY's subcontractors for the provision and service of alcoholic beverages, LESSEE shall make payment to CITY in the amount of \$2.00 per attendee. Payment shall be due and made at the conclusion of the FACILITY rental.~~

LESSEE shall insure compliance with the following conditions by the Licensed Contractor:

- 2.3 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**.
- 2.4 Licensed Contractor shall provide the insurance required in Section 18 of the Rental Agreement.
- 2.5 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.

Certificate of Flame Resistance

REGISTERED
FABRIC
NUMBER

F-140.01

ISSUED BY
JOHNSON OUTDOORS INC.
BINGHAMTON, NEW YORK 13902
*Manufacturers of the Finest
Tent Products Described Herein*

Date of Manufacture
OCTOBER 2009

This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.

NAME: MAINE BAY CANVAS

CITY: PORTLAND, ME

Certification is hereby made that:

The articles described on this certificate have been manufactured with an approved flame retardant chemical in compliance with California State Fire Marshal Code, NFPA-701*, Underwriters Laboratory of Canada, and have been tested in accordance with the Federal Test Method Specifications and meet or exceed the Military Flame Specifications of MIL-C-43006G.

Type, color and weight of material 13 OZ. WBO

Description of item certifies ELITE PC 20 X 40 WBO HDF

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

Snyder Manufacturing, Inc.

Manufacturer of Flame Retardant Vinyl Laminates


TENT DEPARTMENT, JOHNSON OUTDOORS INC.

*Large Scale

5 TENNYSON

8/2012 1998

43°39'35.00" N 70°14'45.73" W Valley 10 ft

© 2012 Google

Google



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/29/2012

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 STAR Insurance - Fort Wayne Office 2130 East DuPont Road Fort Wayne IN 46825	CONTACT NAME: Judy Weaver PHONE (A/C, No. Ext): (260) 467-5697 FAX (A/C, No): (260) 467-5651 E-MAIL ADDRESS: judy.weaver@starfinancial.com
	INSURER(S) AFFORDING COVERAGE
INSURED Road Runners Club of America/2012 & Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER A: National Casualty Company NAIC #: 11991
	INSURER B: Nationwide Life Insurance Co. NAIC #: 66869
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2012 - \$1M A.I. **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			KRO 000002210800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Legal Liab. to Partic. \$1,000,000						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE \$ NONE							
A	AUTOMOBILE LIABILITY			KRO 000002210800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	PRODUCTS - COMP/OP AGG \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	X					ABUSE & MOLESTATION \$ 500,000	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$
				BODILY INJURY (Per accident) \$				
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$	
	EXCESS LIAB						\$	
	DED						\$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)	X		SPX 0000025293800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	EXCESS MEDICAL \$10,000 AD & SPECIFIC LOSS \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT: 08/19/12 Run for the Fallen Maine INSURED CLUB: Run for the Fallen Maine, attn: John Nixon; 26 Vinton Road, Ogunquit, ME 03907

CERTIFICATE HOLDER 08/19/12 City of Portland Maine 389 Congress Street Portland, ME 04104	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 John Lefever/JWE