

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Harvest on the Harbor/ Amy Tolk

Located At 6 COMMERCIAL ST

Job ID: 2012-10-5103-SE

CBL: 444-A-003-001

has permission to Erect a 80' x 310' net on the queuing lanes -- 10/22/2012 -- 10/29/2012

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

10/19/2012
Code Enforcement Officer / Plan Reviewer

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

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.



PORTLAND MAINE

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Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-10-5103-SE

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

Conditions of Approval:

Fire

Installation shall comply with City Code Chapter 10.

All construction shall comply with City Code Chapter 10.

<http://www.portlandmaine.gov/citycode/chapter010.pdf>

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.

If the sides of the tents are to be enclosed at least two remotely located and marked exits shall be provided.

Fuel-fired heating equipment and propane tanks shall be installed outside of the tents and not within 5 feet of the tents or an exit discharge.

Cooking within the tents has not been reviewed and approved.

1. Emergency lighting and approved illuminated EXIT signs are required for events held outside of day light hours. A back up generator with transfer switch shall meet this requirement if the following is met:
 - a. All lighting is powered from the generator circuit.
 - b. The lighting illuminates the face of the EXIT signs.
 - c. An auto transfer and start shall be provided or dedicated staff shall be provided for that purpose.
2. EXITS
 - a. The main entrance shall have minimum clear width of 10 feet.
 - b. The divider in the main tent shall maintain an exit opening of 6 feet.
 - c. A main corridor for the main tent shall be maintained a minimum of 50 inches. Where a chair is placed between a table and the corridor the measurement shall be made from the table and add 19 inches for each chair (ie. Chair at both sides 38" + 50"= 88").
 - d. An exit from the main tent to the outside directly across from the main entrance shall be provided. Minimum clear width shall be 6 feet.
 - e. The auction tent shall have 2 exits perpendicular from the main tent. Minimum clear width shall be 36".
 - f. The catering tent shall have one additional exit across from the main tent. Minimum clear width shall be 36".
3. A minimum of 3 trained crowd managers shall be provided and on duty inside of the occupied tents during the event.
4. A minimum 1 radio equipped firefighter shall be hired.

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-10-5103-SE	Date Applied: 10/2/2012	CBL: 444- A-003-001	
Location of Construction: 6 COMMERCIAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS STREET PORTLAND, ME 04101	Phone:
Business Name:	Contractor Name: Greater Portland Convention & Visitor's Bureau – Amy Tolk	Contractor Address: 94 Commercial Street, Portland, ME 04101	Phone: 772-4994 x236
Lessee/Buyer's Name: Harvest on the Harbor	Phone:	Permit Type: TENTS	Zone: EWPZ
Past Use: Ocean Gateway Terminal	Proposed Use: Same: Ocean Gateway Terminal – to erect a 80' x 310' tent on the queuing lanes for October 22, 2012 thru October 29, 2012 for Harvest on the Harbor	Cost of Work:	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A Signature: <i>Capt. Thorne 10/12/12</i>	Inspection: Use Group: <i>J</i> Type: <i>Tent</i> <i>IBC 09</i> Signature: <i>[Signature]</i>
Proposed Project Description: Tent special event; DOE: 10/22/12		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>OK - 10/2/12</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>[Signature]</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



EWPE
Event 10/2/12

1889

Tent/Canopy or Temporary Event Staging Permit Application

2012-10-5103-SE

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: <i>Ocean gateway Terminal Queuing lanes</i>		
Date of Set up/Event <i>October 22, 2012</i>	Date of Breakdown/ End of Event <i>October 29, 2012</i>	
Tax Assessor's Chart, Block & Lot Chart# <i>444</i> Block# <i>A003</i> Lot# <i>001</i>	Property Owner: <i>City of Portland</i>	Telephone:
Lessee/Buyer's Name (If Applicable) <i>RECEIVED OCT 02 2012</i>	Applicant name, address & telephone: <i>Greater Portland Convention + Visitors Bureau 94 Commercial St Portland (207) 772-4994</i>	Fee: \$30.00
<p>The permittee and the following items must be completed and submitted along with this application in order to receive a permit.</p> <p><i>Dept. of Building Inspections City of Portland Maine</i></p> <p><i>80' x 310'</i> <i>Harvest in The Harbor</i></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 Use City Parks & Public Space from Parks & Recreation (756-8275). Company name of installer (contact info). <i>Commercial Tent Rentals (506) 433-2011 Trevor McClelland</i> 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: <i>Amy Talk</i></p> <p>Address: <i>94 Commercial St Portland 04101</i> Telephone: <i>(207) 772-4994 x236</i></p>		
<p>Please submit all of the information outlined in the Tent/Canopy and Event Staging Permit Application as one package. Failure to do so will result in the automatic denial of your permit.</p>		

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

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

Signature of applicant: <i>Amy Talk</i>	Date: <i>10/1/12</i>
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This is not a permit; you may not commence ANY work until the permit is issued.



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Receipts Details:

Tender Information: Check , Check Number: 9925

Tender Amount: 30.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 10/2/2012

Receipt Number: 48881

Receipt Details:

Referance ID:	8234	Fee Type:	BP-Tent/Event
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-10-5103-SE - Tent special event; DOE: 10/22/12			
Additional Comments: Tent event			

Thank You for your Payment!

RENTAL AGREEMENT

THIS AGREEMENT is made this 21st day of May 2012 between the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter "CITY") and Barbara Whitten, President & CEO of Convention & Visitors Bureau of Greater Portland (hereinafter "LESSEE").

WITNESSETH:

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

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

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 and Associated Queuing Lanes.

2. Use.

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

3. Term/Dates of Use.

The term of use of the FACILITY shall be from 6:00 am Monday October 22, 2012 to 6:00 PM Monday October 29, 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 twenty-five percent (25%) deposit is due upon signing, and the balance of payment 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. Facility Services and Equipment Rental.

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

- 5.1 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.
- 5.2 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.
- 5.3 Custodial Services. **CITY** shall provide all custodial services for the event at the level deemed required by the **DIRECTOR**.

6. 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.

- 6.1 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.
- 6.2 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.

7. 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.

8. Advertising.

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.

9. 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).

10. 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:

- 10.1 The **CITY** initiates legal proceedings to enforce compliance with this Agreement;
- 10.2 The **CITY** is made party to litigation, against the **LESSEE**, instituted by a third party related to **LESSEE**'s use of the **FACILITY**; and
- 10.3 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 judgment 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 judgment or not.

11. Termination.

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

- 11.1 The **LESSEE** fails to comply with any of the terms or conditions of this Agreement;
- 11.2 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**;
- 11.3 The **DIRECTOR** determines, in his or her sole opinion, that the attraction or event is hazardous or presents a substantial security problem; or
- 11.4 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.

12. Termination by LESSEE.

In the event **LESSEE** terminates this Agreement, prior to September 22, 2012, the **CITY** shall refund the twenty-five percent (25%) deposit amount, if paid. In the event **LESSEE** terminates this Agreement, on or after September 22, 2012, the **CITY** shall retain the 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, regardless of date.

13. 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**.

14. 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.

- 14.1 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**;
- 14.2 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
- 14.3 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.

15. Insurance.

- 15.1 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.
- 15.2 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.
- 15.3 Worker's Compensation Insurance. The **LESSEE** agrees to provide worker's compensation insurance. A copy of the certificate of insurance must be on file at the Administrative 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.
- 15.4 Primary Insurance. All insurance provided by the **LESSEE** shall be primary to any insurance the **CITY** may have.
- 15.5 Licensed to do Business. All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Maine.

16. 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**.

17. 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).

18. Notices.

Notices to the **CITY** provided for herein shall be sufficient if sent by Registered Mail, postage prepaid, addressed to City of Portland, 389 Congress Street, Portland, ME 04101 and the Director of Public Assembly Facilities, 239 Park Ave., Portland, ME 04102, and notice to the **LESSEE** if sent by Registered Mail, postage prepaid, addressed to Convention & Visitors Bureau of Greater Portland, 94 Commercial Street, Suite 300, Portland, Maine 04101, or to such other respective addresses as the parties may designate in writing from time to time.

19. 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 Barbara Whitten, President & CEO 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

Date of Rental Agreement: 5/21/12

Facility: Ocean Gateway Terminal Building

Rental Agreement #:

Organization renting (LESSEE):	Convention & Visitors Bureau of Greater Portland	
Organization representative:	Barbara Whitten, President & CEO	
Telephone:	(207) 774 - 4994	Fax: (207) 874 - 9043
Start time of facility rental:	6:00 am Monday October 22, 2012	
End time of facility rental:	11:59 pm Monday October 29, 2012	
Event:	Harvest on the Harbor	
Capacity:	To be set by the City of Portland's Fire Prevention Officer for each event configuration	

RENTAL FEE:

Terminal/Queuing

Wednesday October 24 – Saturday October 274 Non-Profit Rentals @ 2000/day 8,000.00**Tuesday October 23**1 Load-In/Load-Out/Rehearsal Rentals @ 875.00/day 875.00**Monday October 22 and Monday October 29**2 Queuing lanes Load-In/Load-Out Rentals @ 875.00/day Waived**REQUIRED STAFF:****Event Coordinator:** 4 days (Wed, Thur, Fri, Sat) @ 350.00/day 1,400.003 days (Mon, Tues, Mon) @ 350.00/day waived**Event Staff Supervisor:** 32 hours @ 21.50/hour 688.00**Event Staff:** 196 hours @ 14.00/hour 2,744.00120 hours @ 14.00/hour included**Ticket Takers:** responsibility of lessee ---**Operations Staff:** 80 hours @ 14.00/hour 1,120.0038 hours @ 21.50/hour included**Technical Staff:** responsibility of lessee ---**OPTIONAL STAFF:****Day of event box office:** responsibility of lessee ---**Miscellaneous event services:** ---**CONTRACTED SERVICES (REQUIRED)**• **City of Portland Police Staff:** Actual cost will be billed at the conclusion of the event Actual• **City of Portland Firefighters:** Actual cost will be billed at the conclusion of the event Actual**EVENT EQUIPMENT RENTAL****Tables:** 5.00 per table used in excess of what is on site Waived**Chairs:** .50 per chair used in excess of what is on site Waived**Sound:** responsibility of lessee ---**Lighting:** responsibility of lessee ---**Telephones:** contract thru Fair Point Communications, responsibility of lessee ---**INITIAL ESTIMATE OF CITY SERVICES:** 14,827.00**25% PAYABLE UPON SIGNING THE CONTRACT** 3,706.75**BALANCE DUE SEVEN (7) DAYS PRIOR TO START TIME OF RENTAL** 11,120.25

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

**CAN/ULC-S109 Flame Resistance
of Vinyl Tent Fabric**

A Report To: **Commercial Tent Rentals & Sales Ltd.**
P.O. Box 4722
Sussex, New Brunswick
E4E 5L9

Attention: **Tim McCandless**

Submitted By: **Fire & Flammability.**

Report No. **99-J52-99-21-146(D)**
2 pages + 1 page appendix

Date: **March 11, 1999**

ACCREDITATION Standards Council of Canada, Registration #1.

REGISTRATION ISO 9002-1994, registered by QMI, Registration #001109.

SPECIFICATIONS OF ORDER

Determine flame resistance in accordance with the CAN/ULC S109-M87 Small and Large Flame Tests, as per your authorization dated February 23, 1999.

IDENTIFICATION

White reinforced vinyl tent fabric identified as Snyder Mfg. 13 oz. non blackout.
(Bodycote ORTECH Inc. identification #99-J52-S0109-4)

TEST RESULTS

CAN/ULC-S109 Small-Flame Test

Tested "as-received".

	Damaged Length (mm)	Flaming Dripping (s)	Afterflame Time (s)	
Machine 1:	125	0.0	3.5	
2:	135	0.0	0.0	
3:	120	0.0	4.1	
4:	130	0.0	4.3	
5:	120	0.0	0.0	
Cross 6:	115	0.0	5.8	
7:	125	0.0	0.0	
8:	115	0.0	0.0	
9:	110	0.0	0.0	
10:	110	0.0	0.0	
Average:	121			
Maxima Specified by ULC S109 Small Flame Test	165	-	-	(average)
	190	2.0	-	(individual)

TEST RESULTS (Cont.)

CAN/ULC-S109 Large Flame Test

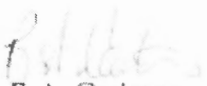
Tested "as-received" and in single sheet configuration.


	Damaged Length (mm)	Flaming Dripping (s)	Afterflame Time (s)
Machine 1:	180	0.0	0.0
2:	180	0.0	0.0
3:	150	0.0	0.0
4:	190	0.0	0.0
5:	190	0.0	0.0
Cross 6:	200	0.0	0.0
7:	210	0.0	0.0
8:	200	0.0	0.0
9:	200	0.0	0.0
10:	205	0.0	0.0
Average:	191		

Maxima Specified by ULC S109 Large Flame Test	250	-	-	(average)
		2.0	-	(individual)

CONCLUSIONS

When tested in the as-received condition, the vinyl tent fabric identified in this report meets the flammability requirements of the Small and Large-Flame Tests of CAN/ULC-S109.


 R.A. Carleton,
 Fire & Flammability.


 E.W. Simmons,
 Fire & Flammability.

Bodycote ORTECH Inc.

CANULC-S109 Flame Resistance of Vinyl Tent Fabric

For: Commercial Tent Rentals & Sales Ltd.

Report No. 99-J52 99 21-146(D)

APPENDIX

(1 Page)

Summaries of Test Procedures

CAN/ULC-S109-M87

Standard Methods of Tests for Flame-Resistant Textiles and Films

Small-Flame Test

Ten specimens are cut, each 70 x 250 mm, with five in the warp direction and five in the weft direction, where applicable. The specimens are conditioned for 30 minutes at 105°C, or if they melt or distort at these temperatures, 18 - 22°C at 50% R.H. for at least 12 hours.

Each specimen is removed from the conditioning chamber individually, clamped in a U-shaped metal holder and suspended in a specified cabinet. The free edge of the specimen is positioned 20 mm above the tip of a gas burner which has been adjusted to yield a flame height of 40 mm. Flame exposure time is 12 seconds. Char length and afterflame time are measured.

Flame Resistance Requirements:

Maximum Average Length of Char or Destroyed Material for Ten Specimens	Maximum Length of Char or Destroyed Material for any Specimens
165 mm	190 mm

The specified maximum flaming time for residue on the floor of the tester from any specimen is 2.0 seconds.

Large-Flame Test

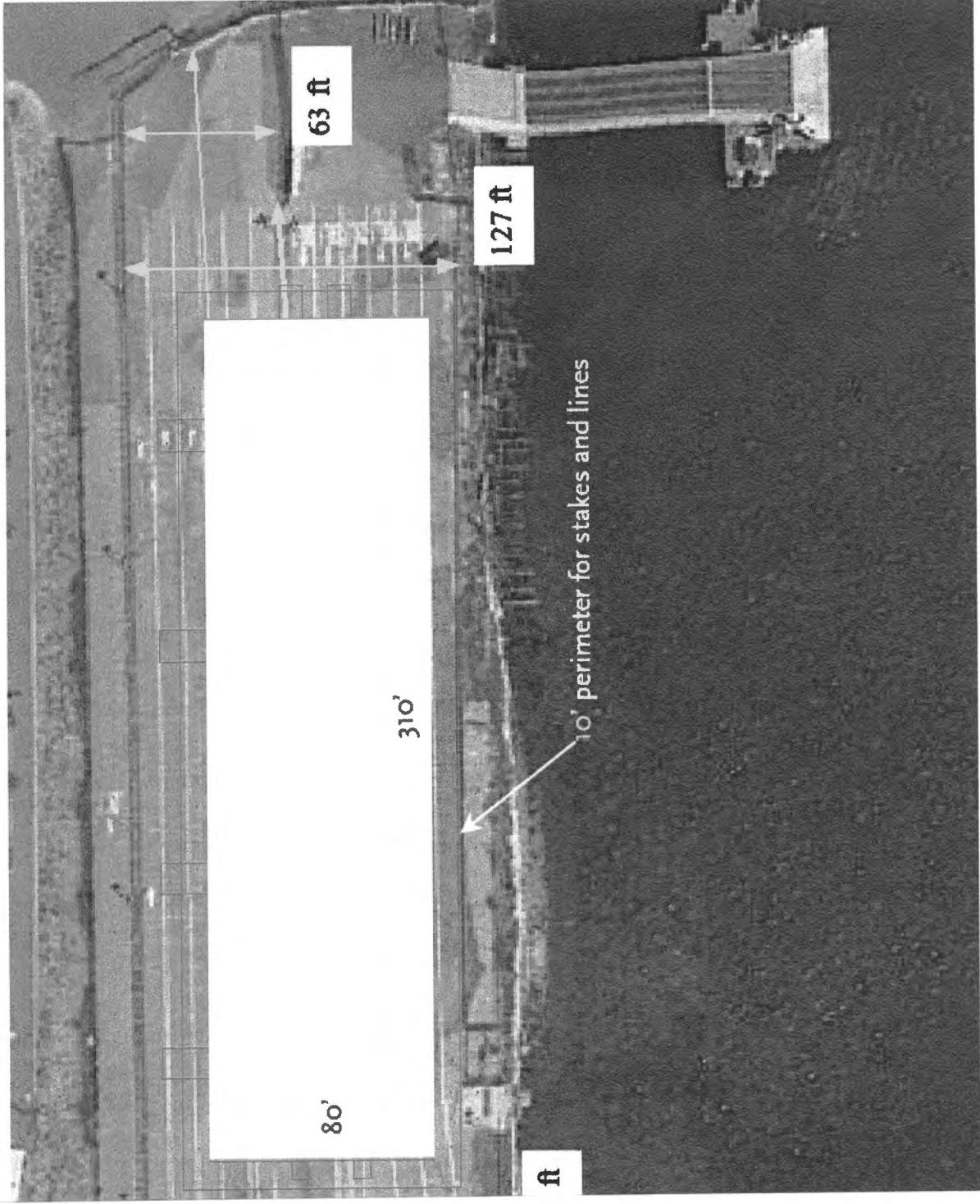
For conducting flame tests of fabrics in single sheets, the procedure specifies ten specimens, 125 mm by 750 mm to 2100 mm long. The specimens are conditioned at 105 ± 2 °C for 30 minutes or, if distortion or melting occurs at these temperatures, 20 ± 2 °C at 25 - 50% relative humidity for at least 12 hours.

Each specimen is removed from the conditioning chamber and cooled in a desiccator prior to being suspended in a steel stack 310 mm square and 2130 mm high, the said stack being open both top and bottom and supported 300 mm above the floor. The lower edge of the specimen is positioned 100 mm above the tip of a gas burner which is inclined at 25° to the vertical. The burner, which has been adjusted to yield a flame 280 mm in height is ignited and inserted directly beneath the specimen for 2 minutes. Char length is measured from the tip of the flame, upwards.

For conducting flame tests of fabrics hung in folds, at least four specimens 625 mm by 750 mm to 2100 mm are required. Each specimen is folded longitudinally to form four folds.

Flame Resistance Requirements - Specified Maxima:

Specimen Configuration	Char Length or Damaged Material Length (mm)	Flaming Residue on Floor of Tester (s)
Single sheets	250	2.0
Folded	635	2.0



63 ft

127 ft

310'

80'

10' perimeter for stakes and lines

ft



CERTIFICATE OF LIABILITY INSURANCE

CONVE-2 OP ID: RR

DATE (MM/DD/YYYY)

10/01/12

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.

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PRODUCER Turner Barker Insurance 160 Preble Street Portland, ME 04101 Bradford Kirkpatrick, V.P.	Phone: 207-773-8156 Fax: 207-773-6647	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins. Co		NAIC # 22292
INSURED Convention & Visitors Bureau of Greater Portland 94 Commercial Street Portland, ME 04101		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

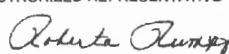
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired/Nonowned GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	X		ZBP6503782	10/13/12	10/13/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Portland is named as additional insured in regards to general liability RE: Harvest of the Harbor 10/24-27/2012 @ 14 Ocean Gateway Pier, Portland, ME

CERTIFICATE HOLDER**CANCELLATION**

CITY001 City of Portland 389 Congress Street Portland, ME 04101	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 
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