Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/30/14

RENTAL AGREEMENT

THIS AGREEMENT is made this EIGHTH day of APRIL 2014 between the **CITY OF PORTLAND**, a located in the County of Cumberland and State of Maine (hereinafter "**CITY**") and **TOWN SQUARE ME** business at One City Center, Portland, Maine (hereinafter "**LESSEE**"), for the use of the Ocean Gateway Queuing Lanes. **GOOD SHEPHERD FOOD BANK** a Maine non-profit organization, having a place of business at 3121 Hotel Road, Auburn, Maine will be the beneficiary.

W I T N E S S E T H:

WHEREAS, CITY is owner of the Facility known as OCEAN GATEWAY QUEUING LANES (hereinafter "**FACILITY**"); and **WHEREAS**, the **LESSEE** desires to lease said **FACILITY** from **CITY** for the purpose of **FOOD TRUCK FESTIVAL** 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 **FOOD TRUCK FESTIVAL, aka "STREET EATS AND BEATS"**. 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.

3. Term/Dates of Use.

   The term of use of the **FACILITY** shall be from 6:00 AM SATURDAY MAY 3 THRU 8:00 PM SATURDAY MAY 3 2014 with the Festival to be held from 12:00PM - 5:00PM ON SATURDAY MAY 3, 2014. 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.

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5. Noise Control; Deposit

LESSEE agrees to deposit with **CITY** by company check the sum of One Thousand Dollars ($1,0 receives 3 or more independent noise complaints from Portland residents based on loud music, and **LESSEE** is so notified by the **CITY'S** Police Department and fails to reduce the volume of music, as evidenced by **CITY** receiving additional noise complaints, **LESSEE** shall forfeit the One Thousand Dollar ($1,000) check to the **CITY**. **CITY** shall return the ($1,000) check if it receives less than (3) independent noise complaints based on load music or, **LESSEE** responds adequately to the complaints by reducing the music volume. **LESSEE** further agrees that nothing in this paragraph relieves it of its obligation to reduce the volume of music on request of the Police Department regardless of the number of noise complaints received by the **CITY** and that nothing in this paragraph prevents the **CITY** from seeking additional penalties for violations of its noise ordinances.

6. Merchandising Fee.

6.1 The **CITY** will charge a Twenty Percent (20%) merchandising fee on gross sales for all goods sold in conjunction with any event, including, but not limited to: posters, t-shirts, banners, programs, pictures, etc and ten percent (10%) on recorded material. The **LESSEE** provides merchandising labor. The **CITY**, at any reasonable 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**, which permission shall not be unreasonably withheld. The amounts assessed shall be due and payable at the end time of rental.

6.2 ~~The **CITY** will charge a (10%) merchandising fee on gross sales for all food and beverages, not including alcoholic beverages, sold at the concert. The **CITY**, 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**, which permission shall not be unreasonably withheld. The amounts assessed shall be due and payable at 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. **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.

7.3 Day of Event Ticket Takers. **CITY** shall require and supply day of event ticket takers for all commercial shows.

7.4 Catering.

7.4.1 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

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obtain all necessary food service licenses prior to the event. In the event that **LE** subcontractor to provide food or non-alcoholic beverage distribution, the subcon insurance required in Section 16 of this Agreement.

7.4.2 Alcoholic Beverage Services. **LESSEE** is permitted to sell alcoholic beverages **FACILITY**, provided that the following conditions are met. Alcoholic beverag 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.

7.5 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 it's 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.

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**. 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.

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LESSEE assumes full responsibility for any copyright infringements, charges, or royalties that ma activities at the **FACILITY** pursuant to this Agreement. **LESSEE** warrants that all copyrighted m been duly licensed or authorized by the copyright owners or their legal representatives and agrees **CITY** harmless form any and all claims, losses or expenses incurred with regard thereto, including upon request, shall provide the **CITY** with written proof prior to the start time of rental that all cop have been satisfied by **LESSEE** or some other party. The **CITY** reserves the rights to contact owi 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 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.

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 sold 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 of 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**.

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16 Telecasting or Filming.

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

16.1 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**;

16.2 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

16.3 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.

17 Insurance.

17.1 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.

17.2 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.

17.3 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.

17.4 Primary Insurance. All insurance provided by the **LESSEE** shall be primary to any insurance which the **CITY** may have.

17.5 Licensed to do Business. All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Maine.

18 Indemnification.

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

19 Non-Assignability.

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LESSEE may not assign this Agreement. (In cases where **LESSEE** is sponsoring or promoting a exhibitors traditionally lease space from the promoter, this clause shall not apply, but **LESSEE** sh exhibitors together with a description of each exhibit to the **CITY** at least five (5) days prior to the **CITY** may elect not to allow a certain exhibit(s). This includes any exhibit that would be in confli Beverage Marketing Agreement(s). Should the **CITY** make this election, it shall not be responsibl **LESSEE** resulting there from. If a list of exhibitors is not received a minimum of five (5) days pr rental, **LESSEE** is subject to a minimum Five Hundred Dollar ($500) additional charge).

20 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 **Town Square Media, One City Center, Portland Maine 04101**, or to such other respective addresses as the parties may designate in writing from time to time.

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

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 Amanda Cahoon of Town Square Media, it's Live Events Manager, 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)

TOWN SQUARE MEDIA

_____ By: _____

_____
(Print or type name)

Its

_____
(Print or type title)

GOOD SHEPHERD FOOD BANK

_____ By: _____

_____
(Print or type name)

Its

_____
(Print or type title)

EXHIBIT A **Facility**: OGW – Q
Date of Rental Agreement: APRIL 8, 2014 **Rental Agreement**

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Organization renting (LESSEE):	Town Square Media
Organization representative:	Amanda Cahoon
Telephone:	**(207) 321-4246**
Start time of facility rental:	6:00 AM SATURDAY MAY 3, 2014
End time of facility rental:	8:00 PM SATURDAY MAY 3, 2014
Event:	FOOD TRUCK FESTIVAL aka "Street Eats and Beats"
Capacity:	4,000

RENTAL FEE:

Terminal/Queuing

	1 day Non - Commercial Rental @ 2000.00/day	2,000.00

REQUIRED STAFF:

Event Coordinator:	2 days @ 350.00/day (one day waived)	350.00
Event Staff Supervisor:	8 hours @ 21.50/hour	172.00
Event Staff:	136 hours @ 15.00/hour	2040.00
Overnight Staff		0.00
Operations Staff:	16 hours @ 15.00/hour	240.00

Police:	**TBD**
Fire:	**TBD**
MedCu:	**TBD**

TOTAL ADVANCE BILLING	**$4,802.00**
25% PAYABLE UPON SIGNING THE CONTRACT	**$1,200.50**
BASE RENT BALANCE DUE SEVEN (7) DAYS PRIOR TO START TIME OF RENTAL	**$3,601.50**

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

EXHIBIT B

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1. Production Responsibilities.

   All production needs, labor, set-up, operation, strike and loading must be provided by the **LESSEE** ~~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 it's subcontractors agree to use only flame retardant drapes and must have on file at the **ADMINISTRATIVE OFFICES** proof of retardancy for any drapes it plans to use at the **FACILITY**. The **DIRECTOR** and/or the Director of Operations may prohibit the **LESSEE CONTRACTOR** access to the **FACILITY**, if the proof of retardancy is not on file.

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 **FACILTY** 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. Parking

   All vendor, spectator, media, production, and staff vehicle parking areas must be approved by **CITY**.

6. Portable Toilets

   LESSEE shall be responsible for providing a mutually agreed upon number of regular and handicap accessible portable toilets, per advance.

7. Floor Plans, Talent Contracts, and Riders.

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Copies of event floor plans, any talent contracts, and any technical or hospitality riders must be rec **ADMINISTRATIVE OFFICES** a minimum of thirty (30) days prior to the start of rental. All flc all ordinances of the City of Portland and are subject to review and change by the **DIRECTOR**. ~~T right to designate any seat as "obstructed view" and to withhold that seat from sale or require the I 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.

8. 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 **FACILITY** 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**.

9. 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.

10. 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:

10.1 Overcrowding in aisles, exits or entrances
10.2 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.

11. 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**.

12. 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**.

13. 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.