# TOWN OF WINDHAM 8 SCHOOL RD WINDHAM, ME 04062

# MOBILE FOOD SERVICE UNIT LICENSE APPLICATION

1) 2) 3)	Name Robent JAMES Fixley SR. Poppies tettle Corner Address 35 SEANOLSH I Med Rel Standish ME 04084  E-Mail RJ Fin 1212 Q 9 MAil. Com
4) 5) 6) 7) 8)	Telephone Number of Owner 207 2285942  Telephone number of Operator 207 2285942  Vehicle Make Cheway Box Trock  License Number 5304068 Vin # 16BHG3 1R421161885  Sites where M.F.S.U. will operate: 4, White Brige Re
<u>9)</u> 10)	Have you ever been convicted of a criminal offense which was punishable by imprisonment for more than one year?Yes,Yes,

Return with fee of \$50.00 to Town Clerk, 8 School Rd, Windham, Maine 04062.

## **NOTICE TO APPLICANT**

Please take notice that if the municipal officers grant the attached license, you must still comply with all the requirements of the provisions of the Town's Zoning Ordinance, Health Code and all other municipal Ordinances, Codes and Regulations. It is your responsibility to investigate the applicability of these requirements to your proposed use.

Applicànt's Sig<del>nat</del>ure

Acknowledgement of Receipt

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# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

**EST ID: 27237** 

EATING PLACE - MOBILE

POPPIES KETTLE CORN 35 STANDISH NECK RD STANDISH ME 04084

FINLEY JR, ROBERT J POPPIES KETTLE CORN 35 STANDISH NECK RD STANDISH ME 04084 EXPIRES: 04/20/2019

FEE: \$200.00

Lidor Hamelon

COMMISSIONER

NON-TRANSFERABLE

# TOWN OF WINDHAM 8 SCHOOL RD WINDHAM, ME 04062

## **AUTHORITY TO RELEASE INFORMATION**

## TO WHOM IT MAY CONCERN:

I hereby authorize the representative of the Town of Windham bearing this release, or copy thereof, within one year of its date, to obtain any information in your files pertaining to my employment, military, credit or educational records including, but not limited to, academic, achievement, attendance, athletic, personal history, and disciplinary records; medical records, and credit records. I hereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for the official use of the Town of Windham. I hereby release you, as the custodian of such records, and any school, college, university, or other educational institution, hospital, or other repository of medical records, credit bureau, lending establishment including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt to comply with this authorization and should there by any question as to the validity of this release, you may contact me as indicated below. All records obtained pursuant to 16 M.R.S.A §620 (6) are confidential and may not be made available for public inspection or copying.

FULL NAME
Signature
FULL NAME Robert JAMES Ficker SR
Typed or printed
DATE 7/16/18
CURRENT ADDRESS 35 SEgac/15 Weck Rc/ Stanclish ME 04084
TELEPHONE 207 2285942
DATE OF BIRTH 11/29/51
FULL CURRENT NAME OF ALL EX-SPOUSES (if any)
TNESS: Jma & Jmly
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Poppies FeHCe Corw Items to be sold 1- Keffle Conw 2- Water - SodA 3- Hot dogs 4- Snow cones 5 Chips Thanks Bos Finley



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2018

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(les) must have ADDITIONAL INSURED provisions or 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). CONTACT NAME: Kathy Joy PRODUCER Anderson-Watkins Insurance PHONE (A/C, No, Ext): (207)856-5500 FAX (A/C, No): (207)856-0004 31 Central Street E-MAIL ADDRESS: kjoy@andersonwatkinsinsurance.com Westbrook ME 04092-INSURER(S) AFFORDING COVERAGE NAIC#

						INSURE	RA:Peerless	Insurance		24198
INSURED Pohort Finlay						INSURE	RB:			
Robert Finley Poppies Kettle Corn						INSURER C:				
35 Standish Neck Road						INSURER D:				
Standish					ME 04084-	INSURER E ;				
					INS	INSURER F:				
					NUMBER:				REVISION NUMBER:	
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									PERSONAL & ADVINJURY \$	1,000,000
									GENERAL AGGREGATE \$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:								2,000,000
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Loc	etion	ion of operations / Locations / Vehic : 4 Whites Bridges Road	iles (A	CORD	101, Additional Remarks Schedul	e, may b	e attached if mor	e space is require	id)	
										AL054700
CEI	RTIF	ICATE HOLDER				CAN	CELLATION			Al 051732
		Town of Windham Attn: Linda 8 School Road Windham			<b>M</b> E 04062-	ACC	EEXPIRATIO	ON DATE TH	escribed policies be cancered, notice will be and provisions.	DELIVERED IN
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#### COMMERCIAL LEASE

## **Poppies Kettle Corn**

#### 4 WHITES BRIDGE ROAD

#### WINDHAM, MAINE 04062

This lease, effective when signed by both parties and a passing of all due funds, is between Bob Finley and his company known as Poppies Kettle Corn ("Tenant") and Seahorse Alley LLC. ("Landlord).

Specifically, this rental agreement applies to the Tenant's Tent and equipment, (on the "premises") of 4 Whites Bridge Road, Windham, Maine with a contemplated start date of the week of June 4th, 2018.

For the sum of \$85 per week a 20 by 30-Foot area on the grassy area abutting Route 302 at 4 Whites Bridge Road, said property owned by Seahorse Alley LLC ("Landlord"). Specifically, "occupy" means "use of space by food trailer." Tenant is wholly responsible for the securement and maintenance of any and all licenses or permits, state or local, and must submit a site plan to the Landlord prior to submission of same to Windham town authorities so that there is no confusion as to the parameters of the leased grassy area.

Tenant may access electrical power at the large outside sign but may only use a reasonable amount of such power. In the event that electric usage appears to be substantial in the eyes of the Landlord, then the Tenant and Landlord shall mutually agree the fee be raised in writing to protect both parties.

This agreement is by the week, but with payment due in advance every four weeks meaning that \$340 is due Monday, June 4th, 2018 in advance for the privilege to operate for the following four weeks on said premises. Paying half (\$170) on May 11<sup>th</sup>, 2018 to hold space.

#### PAYMENT SCHEDULE

Payment One: Monday, July 23rd, 2018

Payment Two: Monday, Aug 20th, 2018

Payment Three: Monday, Sept 17th, 2018

And so on.....

Tenant does not need to pay monies for a security deposit.

Failure to remit rent in a timely manner, meaning the date set forth above or other four-week period, will result in forfeiture of said space and the ability to operate on the premises.

As noted previously, Tenant is responsible for securing and maintaining any and all necessary permits or licenses for this business from the State of Maine or Town of Windham. Tenant is

also responsible for securing appropriate liability insurance and providing proof of same to Landlord.

Tenant may place one or more picnic tables with umbrellas on the designated space for use by patrons. Tenant will make every effort to minimize unnecessary noise associated with, or resulting from, his business and will take care to ensure that his customers do not block any vehicles in the parking lot.

Tenant agrees to keep in good condition the Premises of which he is being leased, including the mowing of any grass in designated lease area as well as timely removal of all trash. Landlord shall, at its expense during the term of this lease, keep and maintain the rest of the property, including the parking area, in good repair and in appearance. Landlord will provide necessary plowing and sanding at Landlord's expense.

Tenant may choose to extend this agreement after the dates noted above by simply indicating same to Landlord and promptly remitting agreed rental payment. Cash is acceptable.

Checks should be made out to Seahorse Alley, LLC, and hand delivered to Legal Label staff or mailed to 4 Whites Bridge Rd. Suite #275 in Windham or 23 Freeman Court in Windham.

Tenant will be furnished a key which will allow access to the bathroom in building. Any keys must be signed out. Tenant agrees that it is essential that proper security to the building be maintained and thus agrees to take great care that the building remains locked at all times. Any issued keys must be kept by the Tenant so as not to be lost or stolen. A \$100 replacement fee will be assessed for any key not returned after the conclusion of this lease as rekeying of the entire building would be necessary.

Any and all keys also must be returned at termination of lease.

Any revision to this agreement must be in writing and be signed by both parties

Signed this 23 day of July, 2018 by

Poppies Kettle Corn, Tenant

Seahorse Alley LLC Member

WHITES Brige Rol

Bos Finley Poppies Fettle Corn