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SoulHaven LLC
Site Plan Review
Application Part II

Prepared by: Will Zell & Amy Gautschi

November 12, 2019

SUMMARY

The goal of this document is to supply information to address questions and concerns voiced at the last planning board meeting of October 2019. The subjects of interest are listed below:

To Include on Site Plan Drawing

- Handicapped access area
- Emergency two-way turnaround area
- Signage locations
- Dimensions and setbacks of paths, driveways, home, outbuildings, parking areas, and any other designated areas
- 2" topographical map overlay
- Drainage areas
- Porta potties location
- Dumpster location
- Lighting areas
- Fire pit area
- CMP poles
- Septic system areas

Information Needed

1. Usage statistics of house septic system relative to occupancy: see septic design and permit documents on record at the town office.
2. Gallons per minute of water well = 5.2 GPM
3. Maximum usage and wedding event time span: The permitted time requested is from 8 AM to Midnight. The actual contracted finish time of the event will be 10 PM. Most of the events will be performed in the middle to late afternoon periods.
4. Written examples of business practices and policies: see single examples of written documents supplied
5. Roads and pathways needing re-surfacing: The driveway to the house and its fork off to the parking areas will need resurfacing with 3/4" crushed stone. The

walking pathways will need to be inspected and possibly re-mulched before each event.

6. Outcome of meeting with Dustin Dorr from Maine DEP

Mr. Dorr walked the entire property and commented on every proposed change impacting the environment. For the drainage area he recommended using a rock mat drainage system instead of a culvert since the water flow was characteristic of seepage rather than stream flow. He suggested that the drainage to this rock mat could use crushed stone and buried perforated pipe or simply be shallowly carved out swales and stones.

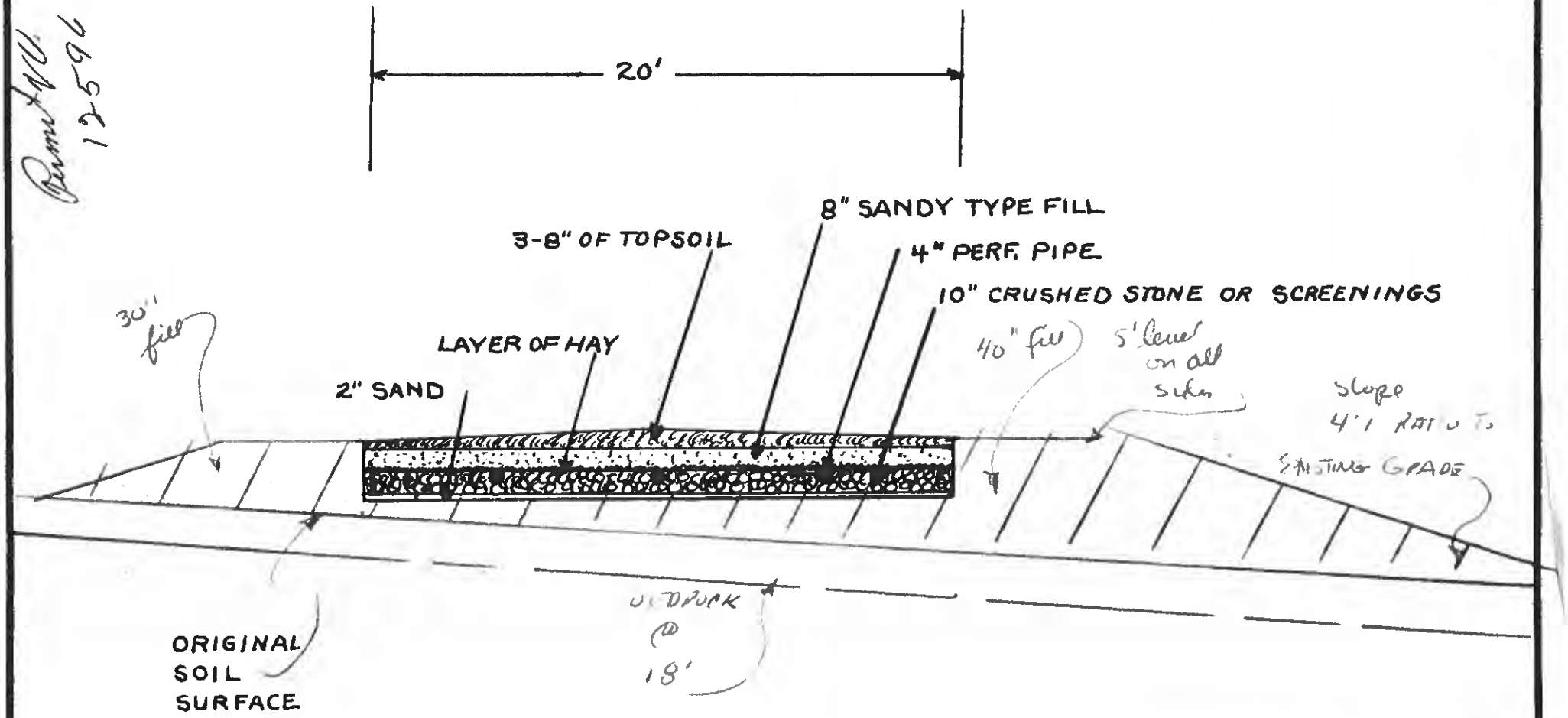
In regard to the driveway to the parking areas, he suggested that if an area of the road came within 25' of the setback point from the river that we would have to apply for a permit. He saw no hinderance that would prohibit approval of this passage way.

Mr. Dorr explained how some trees could be removed if they followed a cutting method called a point system.

Additional technical documentation on how to construct this rock mat drainage solution is forthcoming from Mr. Dorr.

Right: an example of how the swale drainage areas will be landscaped.

Permit NW
12-5-96



% SLOPE 5-6%

DIRECTION OF SLOPE →

MAIN - LAND DEVELOPMENT CONSULTANTS, INC.		
DATE 9/29/75	DRAWN BY	APPROVED BY
SCALE 1" = 5'	REVISED	
CROSS SECTION - BED SYSTEM		
NAME		DRAWING NUMBER ATTACHMENT TO: HHE-200
TOWN		

R5-43

TOWN OF BOWDOINHAM

BUILDING PERMIT

NO._____ DATE: 5-21-76

THIS IS TO CERTIFY THAT Gene Spearin

has paid the required fee and has been issued this permit for construction or alteration of a Addition to Home SAID building is located on Map R5 and Lot 43 of the Assessor's Maps of the Town of Bowdoinham. Work shall begin on said building within (90) ninety days from the date hereof and shall be brought to a speedy completion. Issuance of permit is a required ordinance of the Town of Bowdoinham.

This permit becomes void May 21 - 1977

Estimated cost of project $ 16,000.00

FEE: $ 10.00 ACF

Gene R. Spearin

Allan C. Tuttle
Building Inspector

DUPLICATE — To be retained by the plumbing inspector

12596

CERTIFICATE OF INSPECTION

No._____ City or Town Bowdoinham

Installation For: Gene Spearin

Address: Cushing Meadow Rd

Date Permit Issued: May 75

The plumbing has this day been inspected by me and tested in my presence and found to be free from leaks and to conform with the State Regulations pertaining to plumbing.

Signed_____
(Plumbing Inspector)

Dated May 11 1975 Fee 20.00

TABLE 4C
DESIGN FLOWS FOR OTHER FACILITIES

NOTE: The design flows calculated in this table represent the design flow for purposes of calculating the septic tank capacity (Section 6(G)) and the size of the disposal field (Table 4D), unless otherwise noted. Important: See notes 1, 2, and 3 at end of Tables.

Type of facility	Design flow per user or unit
Airports	5 gpd per passenger plus 12 gpd per employee [1]
Assembly areas (Meeting hall, no seats)	2 gpd per person
Auditoriums/Stadiums:	5 gpd per seat
Bakery	100 gpd per bakery plus 12 gpd per employee [1, 2]
Bar/Tavern Cocktail lounge	add 12 gpd per employee to each
w/ limited food	15 gpd per seat or13 gpd per patron
w/o food	10 gpd per seat or 7 gpd per patron
Barber shop	50 gpd per chair
Beauty salon	100 gpd per chair
Bed and breakfast	90 gpd per bedroom per operator's quarters and 75 gpd per rental room
Boarding houses with meals	180 gpd per house plus 40 gpd per boarder
Bottle club	10 gpd per seat plus 12 gpd per employee
Bunkhouses (no plumbing)	20 gpd per bed
Bus service areas	5 gpd per passenger plus 12 gpd per employee [1]
Butcher shop or department	100 gpd per shop plus 12 gpd per employee [1,2]
Cafeteria, open general public	30 gpd per seat plus 12 gpd per employee [1,2]
Cafeteria, private	15 gpd per seat plus 12 gpd/employee [1,2]
Campground sites served by central toilets	60 gpd per site
Campground sites served by individual water and sewer hookups	75 gpd per site
Campground/Transient dump station	50 gpd per user not served by individual water and sewer hookups
Campground park model trailer sites	125 gpd per site
Children's camps, day use only	15 gpd per camper plus 12 gpd per staff person
Children's camps, day and night	20 gpd per camper plus 20 gpd per staff person
Churches	4 gpd per seat for general seating and 8 gpd per seat for seats in a dining area
Dance hall	5 gpd per attendee plus 12 gpd per employee [1]
Day care facilities serving meals	15 gpd per child plus 12 gpd per adult
Day care facilities not serving meals	10 gpd per child plus 12 gpd per adult
Dining hall (separate from any other facility)	5 gpd per meal per seat [2]
Dog kennel (boarding and grooming)	15 gpd per dog or per run, cage, kennel or stall, whichever is greater; add 7 gpd per dog bath given; add 12 gpd per employee [5]
Eating Places	add 12 gpd per employee for each [2, 4]
Banquet /Dining hall	5 gpd per seat per meal
Cafeteria	5 gpd per customer
Catering	50 gal/ 100 sq. ft. floor space
Delicatessen, food prepared and no seats	100 gpd per deli or 1 gpd per meal served plus ~~15~~ 12 gpd per employee [1, 2] (whichever is larger)
Delicatessen, no food prepared and no seats	50 gpd per deli plus 12 gpd per employee [1]
Drive-in, no full meals and no china service	30 gpd per car space plus 12 gpd/ employee [1, 2]
Eating place, takeout	100 gpd or 1 gpd per meal served plus 12 gpd per employee [1, 2] (whichever is larger)
Eating place, paper service	7 gpd per seat plus 12 gpd/ employee [1, 2]
Ice Cream Stands, ice cream only with no seats	150 gpd per stand plus 12 gpd per employee. [1, 2]
Eating Place 1meal/day	10 gpd per seat plus 12 gpd per employee [1, 2]
Eating Place, 2 meals/day	20 gpd per seat plus 12 gpd per employee (1,2)
Eating Place, 3 meals/day	30 gpd per seat plus 12 gpd/employee [1, 2]
Specialty food stand or kiosk	50 gpd per 100 sq. ft.
Employees at place of employment with no showers	12 gpd per employee [1]
Employees at place of employment with showers	20 gpd per employee [1]
Fairgrounds/Flea market	3 gpd per attendee based on average daily attendance
Gyms, not associated with schools	10 gpd per participant plus 3 gpd per spectator plus 12 gpd per employee [1]

Type of Facility	Design Flow per User or Unit
Health care facility :	add 12 gpd per employee to each
Adult daycare (no overnight, 4 to 8 Hrs. per day)	25 gpd per client
Hospitals, medical	165 gpd per bed (includes laundry)
Hospitals, psychiatric	100 gpd per bed
Nursing/Convalescent home	w/ laundry 125 gpd per bed
Nursing/Convalescent home	w/o laundry 75 gpd per bed
Medical office/Dental office	80 gpd per medical staff, plus 5 gpd per patient
Residential care/ Retirement home	60 gpd per resident
Health clubs	10 gpd per participant plus 3 gpd per spectator plus ~~15~~ 12 gpd per employee [1]
Hotels and motels with shared baths	80 gpd per bedroom plus 12 gpd per employee [1]
Hotels and motels with private baths	100 gpd per bedroom plus 12 gpd per employee [1]
Hotels/Motel with kitchen	60 gpd per bed (2 person)
Hotels/Motel without kitchen	50 gpd per bed (2 person)
Laundry, self-service	300 gpd per machine plus 12 gpd per employee [1]
Limited operation hunting camp	45 gpd per owner/occupant plus 12 gpd per hunter/guest
Marina	100 gpd plus 10 gpd per slip or mooring (clothes washers are not included; design flow for clothes washers must be calculated separately); w/bathrooms add 30 gpd per slip; w/o bathrooms add 100 gpd per slip.
Medical offices, clinics, and dental offices	80 gpd per medical staff plus 5 gpd per patient plus 15 gpd/office employee [1]
Nursing Homes	150 gpd per bed plus 12 gpd per employee [1]
Parks and picnic areas, public rest rooms and no showers	3 gpd per attendee or 40 gpd per parking place, whichever is greater, plus 12 gpd per employee [1]
Parks and picnic areas, public rest rooms and showers	8 gpd per attendee or 40 gpd per parking place, whichever is greater, plus 12 gpd per employee [1
Prison/jail	120 gpd per inmate, plus 12 gpd per employee
Public restrooms	325 gpd toilet, 162 gpd per urinal, or 3 gpd per user
Rooming houses, no meals	180 gpd per house plus 30 gpd per roomer
Recreation/sporting camps	45 gpd per owner/occupant plus 25 gpd per bed/sportsperson
Rental cabins and cottages	50 gpd per bed plus 12 gpd per employee [1]
Rental cabins, housekeeping	50 gpd per cabin, plus 50 gpd per bed
Rental cabins, with no plumbing fixtures	20 gpd per bed
School, Grades Kindergarten to 12	10 gpd per student plus 12 gpd per teacher and other employees; w/cafeteria add 3 gpd per student; w/cafeteria, gym & showers add 8 gpd per student. [1]
School, boarding	75 gpd per student plus 12 gpd per teacher and other employees [1]
Dormitory/Boarding hall (no eating facilities)	40 gpd per student, plus 12 gpd per employee
Service stations	100 gpd per fuel pump cabinet or 250 gpd per toilet plus 12 gpd per employee [1]
Shopping centers or stores, public rest rooms and showers [3]	325 gpd per toilet plus 20 gpd per shower plus ~~15~~ 12 gpd per employee [1] Design flows for any eating places or butcher shops must be determined and added to total design flow.
Sports Bars	20 gpd per seat plus 12 gpd per employee [1, 2]
Sports centers	add 12 gpd per employee
Bowling center w/ snack bar	75 gal per lane
Country clubs	60 gal per member or patron
Fitness, exercise, karate or dance center	50 gal per 100 sq. ft.
Tennis or racquetball	300 gpd per court
Gyms/Health clubs (not associated with schools)	10 gpd per member, plus 3 gpd per spectator
Golf course/Driving ranges, only snack food, no showers	250 gpd per toilet
Go-kart/Motocross/Batting cages/Mini-golf	250 gpd per toilet
Pool halls/Arcades	250 gpd per toilet
Swimming pools, Bathhouses & Spas	10 gpd per person or 250 gpd per toilet

Type of Facility	Design Flow per User or Unit
Theaters indoor	5 gal per day per seat add 12 gpd per staff/employee
Theaters drive-in	10 gals per car space add 12 gpd per staff/employee
Veterinary hospital no boarding or grooming	250 gal per practitioner/shift [5]
w/ kennels & boarding	add 15 gpd per run, cage, kennel or stall
w/ grooming	add 7 gpd per dog bath given
Visitors center	5 gpd per visitor plus 12 gpd/ employee (Includes libraries, museums, similar uses) [1]
Warehouse	100 gpd or 12 gpd per employee, whichever is greater

NOTES:

1. The design flow for employees is based on the total number of employees present in any 24-hour period.

2. Multiply the hydraulic loading rate by 1.8 for sizing the disposal field. The initial value taken from the table is used to size the septic tank and for minimum lot size determinations.

3. 22 M.R.S. §1672 requires a public rest room for shopping centers containing 6 or more separate retail establishments with an off street public parking area of not less than 2 acres.

4. Requires an external grease interceptor sized and installed pursuant to Section 6(L).

5. Requires outlet filter in septic tank.

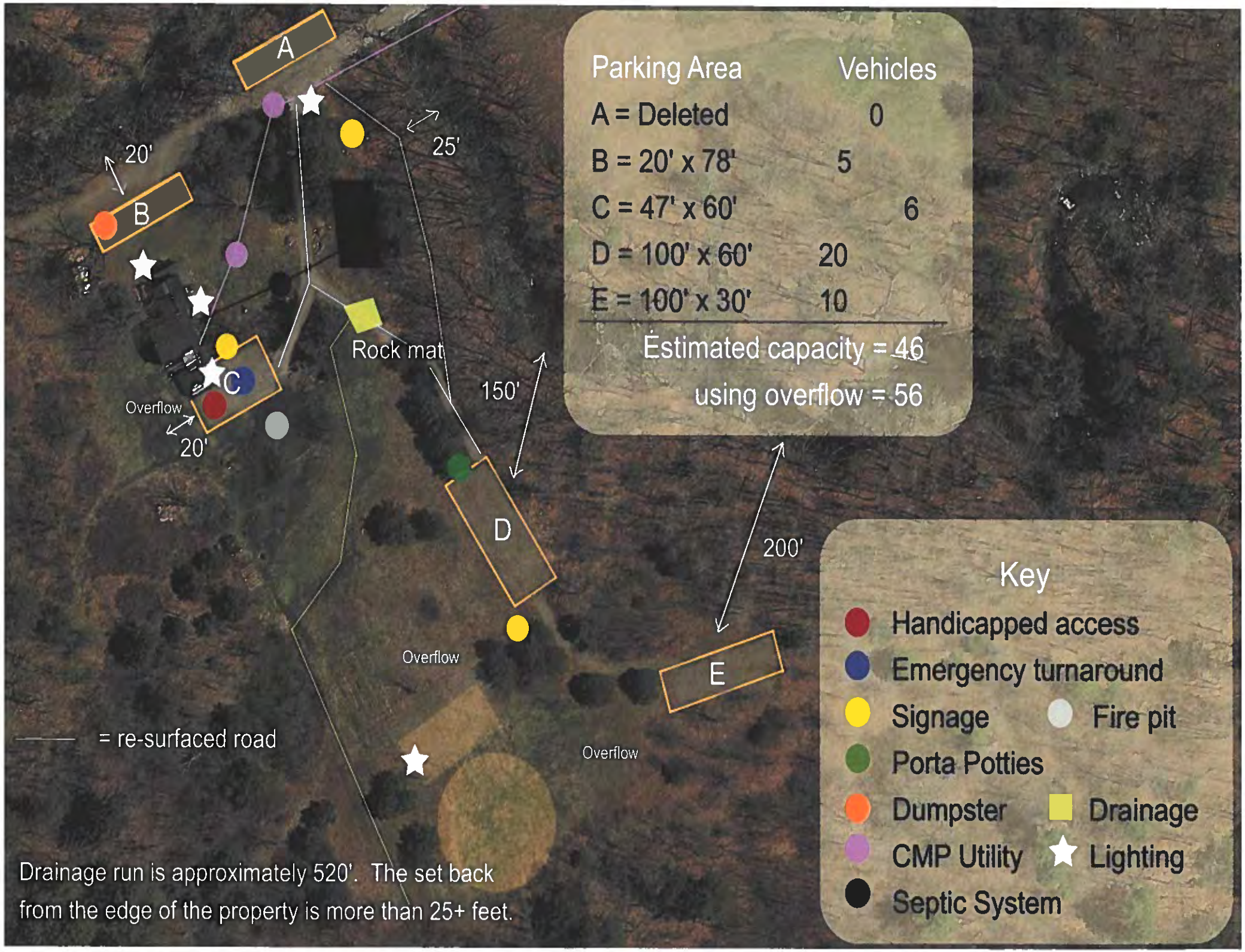
TABLE 422.1
MINIMUM PLUMBING FACILITIES[1]

Each building shall be provided with sanitary facilities, including provisions for persons with disabilities as prescribed by the Department Having Jurisdiction. Table 422.1 applies to new buildings, additions to a building, and changes of occupancy or type in an existing building resulting in increased occupant load.

TYPE OF OCCUPANCY[2]	WATER CLOSETS (FIXTURES PER PERSON)[3]		URINALS (FIXTURES PER PERSON)[4]	LAVATORIES (FIXTURES PER PERSON)[5, 6]		BATHTUBS OR SHOWERS (FIXTURES PER PERSON)	DRINKING FOUNTAINS/ FACILITIES (FIXTURES PER PERSON)	OTHER
	Male	Female	Male	Male	Female			
A-1 Assembly occupancy (fixed or permanent seating)- theatres, concert halls and auditoriums	1: 1-100 2: 101-200 3: 201-400	1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	1: 1-200 2: 201-300 3: 301-400 4: 401-600	1: 1-200 2: 201-400 3: 401-600 4: 601-750	1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	—	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 500 males and 1 fixture for each additional 125 females.		Over 600, add 1 fixture for each additional 300 males	Over 750, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females			Over 750, add 1 fixture for each additional 500 persons.	
A-2 Assembly occupancy- restaurants, pubs, lounges, night clubs and banquet halls	Male 1: 1-50 2: 51-150 3: 151-300 4: 301-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-200 2: 201-300 3: 301-400 4: 401-600	Male 1: 1-150 2: 151-200 3: 201-400	Female 1: 1-150 2: 151-200 4: 201-400	—	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 250 males and 1 fixture for each 125 females		Over 600, add 1 fixture for each additional 300 males	Over 400, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females.			Over 750, add 1 fixture for each additional 500 persons	
A-3 Assembly occupancy (typical without fixed or permanent seating)- arcades, places of worship, museums, libraries, lecture halls, gymnasiums (without spectator seating), indoor pools (without spectator seating)	Male 1: 1-150 2: 151-300 3: 301-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-100 2: 101-200 3: 201-400 4: 401-600	Male 1: 1-200 2: 201-400 3: 401-600 4: 601-750	Female 1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	—	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 500 males and 1 fixture for each additional 125 females.		Over 600, add 1 fixture for each additional 300 males	Over 750, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females.			Over 750, add 1 fixture for each additional 500 persons.	
A-4 Assembly occupancy (indoor activities or sporting events with spectator seating)- swimming pools, skating rinks, arenas and gymnasiums	Male 1: 1-100 2: 101-200 3: 201-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-100 2: 101-200 3: 201-400 4: 401-600	Male 1: 1-200 2: 201-400 3: 401-750	Female 1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	—	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 500 males and 1 fixture for each additional 125 females.		Over 600, add 1 fixture for each additional 300 males	Over 750, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females			Over 750, add 1 fixture for each additional 500 persons	

TABLE 422.1
MINIMUM PLUMBING FACILITIES[1] (continued)

TYPE OF OCCUPANCY[2]	WATER CLOSETS (FIXTURES PER PERSON)[3]		URINALS (FIXTURES PER PERSON)[4]	LAVATORIES (FIXTURES PER PERSON)[5, 6]		BATHTUBS OR SHOWERS (FIXTURES PER PERSON)	DRINKING FOUNTAINS/ FACILITIES (FIXTURES PER PERSON)	OTHER
	Male	Female	Male	Male	Female			
A-5 Assembly occupancy (outdoor activities or sporting events)- amusement parks, grandstands and stadiums	1: 1-100 2: 101-200 3: 201-400	1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	1: 1-100 2: 101-200 3: 201-400 4. 401-600	1: 1-200 2: 201-400 3: 401-750	1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	—	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 500 males and 1 fixture for each additional 125 females		Over 600, add 1 fixture for each additional 300 males	Over 750, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females			Over 750, add 1 fixture for each additional 500 persons	
B Business occupancy (office, professional or service type transactions)- banks, vet clinics, hospitals, car wash, banks, beauty salons, ambulatory health care facilities, laundries and dry cleaning, educational institutions (above high school), or training facilities not located within school, post offices and printing shops	Male 1: 1-50 2: 51-100 3: 101-200 4: 201-400	Female 1: 1-15 2: 16-30 3: 31-50 4: 51-100 6: 101-200 8: 201-400	Male 1: 1-100 2: 101-200 3: 201-400 4: 401-600	Male 1: 1-75 2: 76-150 3: 151-300 4: 301-400 5: 301-400	Female 1: 1-50 2: 51-100 3: 101-150 4: 151-200 5: 201-300 6: 301-400		1 per 150	1 service sink or laundry tray
	Over 400, add 1 fixture for each additional 500 males and 1 fixture for each additional 150 females		Over 600, add 1 fixture for each additional 300 males.	Over 400, add 1 fixture for each additional 250 males and 1 fixture for each additional 200 females				
E Educational occupancy-private or public schools	Male 1 per 50	Female 1 per 50	Male 1 per 100	Male 1 per 50	Female 1 per 50	—	1 per 150	1 service sink or laundry tray
F1, F2 Factory or Industrial occupancy- fabricating or assembly work	Male 1: 1-50 2: 51-75 3: 76-100	Female 1: 1-50 2: 51-75 3: 76-100	—	Male 1: 1-50 2: 51-75 3: 76-100	Female 1: 1-50 2: 51-75 3: 76-100	1 shower for each 15 persons exposed to excessive heat or to skin contamination with poisonous, infectious or irritating material.	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray
	Over 100, add 1 fixture for each additional 40 persons.		—	Over 100, add 1 fixture for each additional 40 persons			Over 750, add 1 fixture for each additional 500 persons.	
I-1 Institutional occupancy (houses more than 16 persons on a 24-hour basis)- substance abuse centers, assisted living, group homes, or residential facilities	Male 1 per 15	Female 1 per 15	—	Male 1 per 15	Female 1 per 15	1 per 8	1 per 150	1 service sink or laundry tray


A
B
C
D
E
20'
25'
150'
200'
20'
Rock mat
Overflow
Overflow
Overflow
= re-surfaced road
Parking Area Vehicles
A = Deleted 0
B = 20' x 78' 5
C = 47' x 60' 6
D = 100' x 60' 20
E = 100' x 30' 10
Estimated capacity = 46
using overflow = 56
Key
Handicapped access
Emergency turnaround
Signage
Fire pit
Porta Potties
Dumpster
Drainage
CMP Utility
Lighting
Septic System
Drainage run is approximately 520'. The set back
from the edge of the property is more than 25+ feet.

2' Topographic Overlay

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF LAND RESOURCES

11/21/2019

CONTACT ID 12332

FIELD DETERMINATION FORM

CONTACT

WILBUR B ZELL
22 BATCHELDER ROAD

BOWDOINHAM, ME 04008

PROPERTY OWNER

ZELL, WILBUR B

22 BATCHELDER ROAD

BOWDOINHAM, ME 04008

STAFF DORR, DUSTIN

DIRECTIONS

22 Batchelder Rd, Bowdoinham, ME

SITE TOWN	BOWDOINHAM
MAP	LOT
R05	043

MEMO

On October 30, 2019, Department staff conducted a field determination at 22 Batchelder road in Bowdoinham at the request of the landowner. The request was made to identify potential resources on the property and determine if permits would be required for the proposed parking lots seen in attachment A.

The property is located immediately adjacent to the Abagadasset River. The Abagadasset River is a "river, stream or brook" as defined by the Natural Resources Protection Act (NRPA). Activities in, on, over, or within 75 feet of a river, stream or brook may require a permit from the Department. Staff also observed a "freshwater wetland" as defined by the NRPA. The freshwater wetland is primarily located to the West and Southwest of the existing field and residential structure with a small drainageway that flows in between the residential structure and field to the south towards the Abagadasset River. Activities in, on, or over freshwater wetlands may also require an NRPA permit.

As proposed in attachment A, parking areas C, D, and E would not require an NRPA permit from the Department. However, Department staff did recommend the use of materials to be used within the parking areas and access ways that would allow for the infiltration of stormwater into soils and not create a channelized discharge towards the river. Parking Area B was remeasured on-site and found to be 25' from the resource. Soil disturbance within the area described would require a NRPA Permit by Rule. Parking area A is within 25' of the resource and will require an Individual NRPA permit to expand. However, if the area is not expanded, the area can be maintained or repaired through grading or other measures without an NRPA permit if standards within the NRPA are followed.

Staff also discussed the possibility of a new access way. The accessway should be located as far back from the river as reasonably possible. If a new accessway will be created within 75 feet of the river a NRPA permit will be required. An NRPA permit by rule may be applicable if the activity is located 25' away from the river and steep banks as described in Ch. 305. All unpermitted vegetation clearing in excess of shoreland zoning guidance (Ch. 1000) should also be permitting or restored within 75 feet of the river.

Erosion control devices must be installed and maintained on the project site during any soil disturbance activity. A Stormwater

NAME: _____

RECEIVED 10/30/2019 SITE VISIT 10/30/2019 COMPLETED 11/21/2019

Parking Area	Vehicles
A = 7' x 70'	3
B = 20' x 78'	7
C = 47' x 60' (ADA)	6
D = 100' x 60'	20
E = 100' x 30'	10

Estimated capacity = 46

using overflow = 56

Parking Area	Vehicles
A = 7' x 70'	3
B = 20' x 78'	7
C = 47' x 60' (ADA)	6
D = 100' x 60'	20
E = 100' x 30'	10
Estimated capacity =	46
using overflow =	56

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SoulHaven LLC
House Rules

Prepared by: Will Zell & Amy Gautschi
Updated: May 4, 2019

HOUSE RULES

Access:

Since this is a shared house with multiple occupants, we like to ensure everyone has their own space. We kindly ask guests to refrain from entering any entrances other than the ones accessing your space. We'll ensure your space is likewise respected in return.

Age:

We've implement a minimum age requirement of 21+. Guests under the age of 21 are still entirely welcome – they will just need to be accompanied by parents or guardians.

Amenities:

Plumbing: The easiest way to disrupt an enjoyable stay is a plumbing problem. To prevent this, we kindly ask you to please place things like sanity napkins in the sanitary bin we've provided in the bathroom.

Behavior:

Any serious complaints of unruly behavior will unfortunately result in you being asked to leave.

Check-in / Check-out:

Check-in is at 3pm, and check-out is by 11am. Arriving slightly earlier, or want that extra hour to sleep? Should be fine, but please check with us first.

Cleanliness:

Whilst we do a thorough professional clean between each guest stay, we kindly ask that prior to leaving, you clean and put away any dishes or kitchenware used and put any dirty towels in the hamper. It helps us get through our cleaning process quicker and allows us to keep cleaning costs down for you and future guests.

Climate:

To be written:
Ventilation
Temperature control
How to safely use the heater and fans

Damage:

We understand that accidents happen. But we do ask that you please let us know when they do. Chances are we can fix them as effortlessly as possible which also means better chances of having your full security deposit returned too.

Drugs:

What you do in your personal time is entirely up to you, but when staying at our place we have a strict no drug use policy. This is just the law… not so much one of our rules.

Electricity / Lights / AC / Heating:

To keep our costs down (and pass those savings on to our guests) we kindly ask that you switch off lights and the A/C or heating when it is not in use or leaving the house. Mother nature thanks you too.

Neighbors:

Please drive slowly when entering and exiting SoulHaven. Our neighbor has horses who are sometimes startled by passing cars.

Noise:

To be considerate to the other occupants in the household and to our neighbors, we kindly ask to keep things on the quieter-side after 9pm. if you want to listen to music, please remember the other roommates and enjoy via headphones or in your personal space.

Occupancy:

Fire marshal, structural engineering factors, and insurance regulations has limited the number of people that can safely occupy the two floors of the home. Fire marshal estimate for floor and deck loads: six adults. In the event that you want additional guests to stay, please contact us to let us know. We're reasonable folk and will accommodate wherever possible. We ask that you kindly respect our maximum occupancy requirement. We have this in place instead of an additional guest charge in an attempt to keep costs down for you.

Parking:

Parking is in the designated areas.

Pets:

No pets allowed with the exception of service animals.

Privacy:

Please be mindful of each others privacy. Security cameras access only public areas such as parking areas and driveways.

Security:

To ensure full safety of our guest's belongings, we offer a personal safe to keep belongings. We advise locking doors as a precautionary measure.

Smoking:

No smoking inside building. Smoking is only allowed in designated areas outside.

Safety & Emergency Procedures:

If contacting anyone for help, please provide the location as: 22 Batchelder Road, Bowdoinham, Maine

Emergency: 911
Fire Department: 911
Northern New England Poison Control Center: 800-222-1222
Mid Coast Hospital: 207-373-6000
Will Zell: 207-504-6538
Amy Gautschi 207-844-7042

First Aid: The first aid kit is located in the kitchen and in the downstairs bathroom.

Fire Prevention: Please note the location of all smoke detectors and fire extinguishers in the building.

Child-Proofing: Please keep children out of all cabinets and from any hazardous places or conditions.

Exits: Please observe the fire exits and other areas of egress. Please read the emergency evacuation procedure.

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SoulHaven LLC

Facility Event License Agreement

Prepared by: Will Zell & Amy Gautschi

Updated: May 4, 2019

LICENSE AGREEMENT

For use of SoulHaven LLC facility.

This License Agreement (this “Agreement” of this “LicenseAgreement”) is made and effective as of _____ (the “Commencement Date”) by and between SoulHaven LLC, a company organized and existing in the state of Maine, United States, with a registered address at: 22 Batchelder Road, Bowdoinham, Maine 04008 (“Licensor”) and _____ _____ (“Licensee”).

WHEREAS:
Licensee wishes to obtain a license to use SoulHaven facilities(hereinafter, the “Asset”), and Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the term and specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1. Definitions

1.1 “Agreement" means this License Agreement including the attached Schedule.

1.2 “Confidential Information" means information that:

- **a.** is by its nature confidential;
- **b.** is designated in writing by Licensor as confidential;
- **c.** the Licensee knows or reasonably ought to know is confidential;
- **d.** Information comprised in or relating to any Intellectual Property Rights of Licensor.

1.3 “Asset" means the Asset provided by Licensor as specified in Item 6 of the Schedule in the form as stated in Item 7 of the Schedule.

1.4 “Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 5.

1.5 “Party" means a person or business entity who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.

1.6 “Term" means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.

2. License Grant

2.1 Licensor grants to the Licensee a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

3. Charges

3.1 In consideration of the Licensor providing the License under clause 2 of this License Agreement, the Licensee agrees to pay Licensor the amount of the License Charge as specified in Item 9 of the Schedule.

4. Licensee's Obligations

4.1 The Licensee cannot use the Asset, for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

4.2 The Licensee may permit its party to use the Asset for the purposes described in Item 8, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all party individuals using the Asset do not commercialize or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.3 The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party.

4.4 No copies of the Asset are to be made other than as expressly approved by Licensor.

4.5 No changes to the Asset or its content may be made by Licensee.

4.6 The Licensee will provide technological and security measures to ensure that the Asset which the Licensee is responsible for is physically and electronically secure from unauthorized use or access.

4.7 Licensee shall ensure that the Asset retains all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

5. Intellectual Property Rights

5.1 All Intellectual Property Rights over and in respect of the Asset are owned by Licensor. The Licensee does not acquire any rights of ownership in the Asset.

6. Limitation of Liability

6.1 The Licensee acknowledges and agrees that neither Licensor nor its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Licensor's provision of the Asset under this Agreement, or any use of the Asset by the Licensee or its party individuals or employees; and Licensee hereby releases Licensor to the fullest extent from any such liability, loss, damage or claim.

7. Confidentiality

7.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

7.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or

b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

7.3 This clause 7 will survive termination of this Agreement.

8. Disclaimers & Release

8.1 To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

8.2 The Asset is provided by Licensor on an “as is" basis.

8.3 Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

8.4 Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Licensee computer programs.

8.5 Licensor does not warrant that the Asset will function in any environment.

8.6 The Licensee acknowledges that:

a. The Asset has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and

b. it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

8.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

9. Indemnification

9.1 The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

a. Licensee's and Licensee's employee's use or reliance on the Asset,

b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and

c. any other act of Licensee.

9.2 This clause 9 will survive termination of this Agreement.

10. Waiver

10.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

11. Governing Law

11.1 This Agreement will be construed by and governed in accordance with the laws of Sagadahoc County, Maine. The Parties submit to exclusive jurisdiction of the courts of Sagadahoc County, Maine.

12. Termination

12.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by Licensor in the event of any of the following:

a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of the same;

b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or

c. the Licensee is in breach of clause 5 or 7 of this Agreement.

12.2 Termination under this clause shall not affect any other rights or remedies Licensor may have.

13. License Fee

13.1 In consideration for the License grant described in this License Agreement, Licensee shall pay the License fee as stated in Item 9 of the Schedule immediately upon execution of this Agreement.

13.2 The License fee and any other amounts payable by the Licensee to the Licensor, under this Agreement, are exclusive of any and all foreign and domestic taxes, which if found to be applicable, will be invoiced to Licensee and paid by Licensee within receipt of invoice.

14. Assignment

14.1 Licensee shall not assign any rights of this License Agreement, without the prior written consent of Licensor.

15. Notices

15.1 All notices required under this Agreement shall be in writing and shall be deemed given (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All notices given by either Party must be sent to the address of the other as first written above (unless otherwise changed by written notice).

16. Counterparts

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

17. Severability

17.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

18. Entire Agreement

18.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

EXHIBIT A - SCHEDULE

Item 1 – LicenseAgreement:

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF _____ AND IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

Item 2 – Name and Address of Licensor and Licensee:

Licensor: SoulHaven LLC, a company organized and existing in United States, with a registered address at 22 Batchelder Road, Bowdoinham, Maine 04008.

Licensee: _____

_____

Item 3 – Other License Terms: _____

_____

Item 4 – Commencement Date: _____

Item 5 – Expiry Date: _____

Item 6 – Description of Asset: _____

_____

Item 7 – Format of Asset: _____

Item 8 – Approved Purpose: _____

Item 9 – License Fee: _____

IN WITNESS WHEREOF, this Agreement, including the attached Schedule, was signed by the Parties under the hands of their duly authorized representatives and made effective as of the May 6, 2019.

SoulHaven LLC

Licensor: Wilbur Zell (signature) _____

Licensor: Amy Gautschi (signature) _____

Licensee: (print name) _____

(signature) _____