

**Housing & Economic  
Development Committee Meeting**  
Wednesday, October 15, 2025 at 5:30 PM



**MEMBERS**  
Councilor Pious Ali, Chair  
Councilor Regina Phillips  
Councilor Kate Sykes  
Councilor Sarah Michniewicz

To submit written public comment on an agenda item, email [edd@portlandmaine.gov](mailto:edd@portlandmaine.gov). Submissions must be received by 12:00 pm the day before the Housing & Economic Development meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

**REMOTE ACCESS INFORMATION**

The Housing & Economic Development Committee will conduct this meeting remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit \*9. You will be unmuted by the host when it is time for public comment.

**Please click the link below to join the Zoom meeting:**

<https://portlandmaine-gov.zoom.us/j/82632312220?pwd=imNBKMVz9vVvWRRmI6Azs0bU7bJ9F1.1>  
Passcode:554151

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Join via audio:

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+1 386 347 5053 US  
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+1 564 217 2000 US  
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Webinar ID: 826 3231 2220

International numbers available: <https://portlandmaine-gov.zoom.us/j/kcwg7TFwJW>

**1. Review and review and vote on a recommendation to the City Council for Agreement for 2026 Back Cove Festival - Ethan Hipple**

- a. See attached Memorandum and backup.

**NOTE:** Public comment will not be taken on this item because the Committee took public comment at its meeting on October 7, 2025.

Next Meeting Date: October 21, 2025



To: **Housing and Economic Development Committee**  
Councilor Pious Ali, Chair

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**MEETING DATE**

October 15, 2025

**AGENDA ITEM**

Consideration of the multi-year Back Cove Festival Agreement at Payson Park

**PURPOSE**

To review a proposed three year agreement (2026–2028) with an option to renew for another three years, made by the organizers of the Back Cove Music and Arts Festival.

**COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT**

Committee and Council review is required to move forward with a multi-year agreement for an event of this size and scope.

**BACKGROUND/ANALYSIS**

The Back Cove Music and Arts Festival was approved by City Council on December 16, 2024 and took place August 2 & 3, 2025. An extended multi-year agreement is being proposed and brought to this HEDC Committee for review and recommendation to the City Council in late October.

Organizers have proposed a three year agreement (2026 - 2028) with an option to renew for an additional three years. The agreement has been negotiated, prepared, and reviewed by City Staff Leadership and Corporation Counsel. The initial agreement was presented to the Housing and Economic Development Committee on September 23, 2025. Committee members asked staff to continue negotiating with festival organizers before they would consider recommending the agreement to the Council for approval. An updated agreement was presented to the HEDC Committee on October 7, 2025. Committee members, again, asked staff to continue negotiating with festival organizers on terms and conditions of the agreement.

After a second renegotiation, the primary terms of the agreement, including those related to event capacity and the festival footprint still remain unchanged. Renegotiated points of the agreement include:

- Requiring an increase in the noise deposit from \$1,000 to \$5,000.

- Organizers may not assign, pledge, sublet or transfer any interest or right granted by this agreement unless written permission is granted by City Council. Initial language stated permission granted by City Manager.

A presentation was made to the Parks Commission on September 4, 2025, and their recommendation is included with the support materials.

**FISCAL IMPACT**

With this agreement, organizers will reimburse the City for the cost of all staffing services and expenses related to the festival. The organizers will make a \$100,000 donation to the Portland Parks Conservancy for each year of the festival, which will be used to support an improvement project in the Portland Parks System. A fee assessed to all tickets sold will be paid to the City, and will escalate each year of the three year agreement (2026 - \$1.50. 2027 - \$2.00. 2028 - \$2.00). Organizers will be financially responsible for costs of all permits, licenses, and deposits necessary to hold the festival (including an increased \$5,000 noise deposit). Organizers will be responsible for all costs associated with restoration and repair of Payson Park, separately from the per-ticket fee and Parks Conservancy donation.

**CONCLUSION(S)**

City Staff feel the first year of the Back Cove Music and Arts Festival went very well. It was managed professionally and with good communication and collaboration between the City and festival organizers. With approval of this agreement, City staff are confident steps can be made to improve each year. Staff will be available to answer any questions.

**PRIOR COMMITTEE REVIEW**

Portland Parks Commission - September 4, 2025 (Letter attached)  
Housing and Economic Development Committee - September 23, 2025  
Housing and Economic Development Committee - October 7, 2025

**PREPARED BY**

Ethan Hipple  
Department Director  
Parks, Recreation, & Facilities

Andrew Downs  
Director, Public Assembly Facilities  
Parks, Recreation, & Facilities

**ATTACHMENTS**

Attachment A -Amended and Restated Agreement between City of Portland and Portland Music Festival, LLC.

Attachment B - Portland Parks Commission Statement on the Back Cove Music Festival at Edward Payson Park

**EXHIBIT A - AMENDED AND RESTATED AGREEMENT BETWEEN**

**CITY OF PORTLAND AND PORTLAND MUSIC FESTIVAL, LLC**

**THIS AGREEMENT** made this day of \_\_\_\_\_, **2025** (the “Effective Date”), by and between the **CITY OF PORTLAND**, a body politic and corporate situated in the County of Cumberland, State of Maine (hereinafter “**CITY**”) and **PORTLAND MUSIC FESTIVAL, LLC** a Delaware corporation, having a place of business at 32 Front Street, Hartford CT 06103 (hereinafter “**PORTLAND MUSIC FESTIVAL, LLC**”), for the use of Edward Payson Park (“Payson Park”) for the purpose of conducting a festival.

**WHEREAS**, on December 16, 2024, the Portland City Council approved an Order declaring August 2 and August 3, 2025 the Portland Music and Arts Festival at Payson Park which is attached hereto as **Exhibit A** (hereinafter “Council Order”) the terms of which are incorporated herein by reference;

**WHEREAS, PORTLAND MUSIC FESTIVAL, LLC** is a joint venture between GoodWorks Entertainment and Shore Sound Entertainment and hereby agrees to assume all of the obligations set forth in the Council Order;

**WHEREAS**, on or about July 28, 2025, the parties entered into a written agreement (the “Original Agreement”) granting **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson Park for the purpose of preparing the Premises (as defined below) for the Event (as defined below) only during the period from 6:00 a.m. July 27, 2025 to 11:59 p.m. on August 6, 2025.

**WHEREAS**, the parties now wish to amend and restate the Original Agreement to grant **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson

Park for the purpose of preparing the Premises for and operating the Event for another three (3) year term beginning in the year 2026 and ending in the year 2028, with the parties having the option to mutually extend the term for another three (3) years thereafter, beginning in the year 2029 and ending in the year 2031, subject to the terms and conditions herein.

**WHEREAS**, the parties wish to memorialize the responsibilities of both parties and the terms and conditions by which **PORTLAND MUSIC FESTIVAL, LLC** is authorized to use Payson Park.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **I. DEFINITIONS**

**1-A. Definitions.** As used in this Agreement, the following terms shall be as defined in this section:

- a. *Beverage Service* shall mean the service of alcoholic beverages.
- b. *City Manager* shall mean the City Manager of the City of Portland and their designee.
- c. *Director* shall mean the Director of the *Public Assembly Facilities Division of the Parks, Recreation and Facilities Department*.
- d. *Event* is intended to refer to an annual “Back Cove Music and Arts Festival” which includes the activities described on the attached **Exhibit B**, which is made a part of this Agreement and is incorporated herein. *Event* shall also mean any additional *Events* approved in writing by the *City Manager*, which approval shall be in the sole discretion of the *City Manager*.
- e. *Premises* includes all of the temporarily fenced-in area of Payson Park where all festival activity, including *Beverage Service*, will occur as depicted on the attached **Exhibit C**.

## **II. TERM**

**1. Term.** Unless terminated sooner pursuant to the terms herein, this Agreement shall commence upon the Effective Date reflected in the opening paragraph and extend through and

including the third (3<sup>rd</sup>) anniversary date of the Effective Date (the “Initial Term”). The parties further agree that, upon their mutual written consent, the term of this Agreement may be extended for one (1) additional term of three (3) years, beginning on the third (3<sup>rd</sup>) anniversary date of the Effective Date and ending on the sixth (6<sup>th</sup>) anniversary date of the Effective Date (the “Renewal Term”). The access to Payson Park during the Renewal Term shall be upon the same terms and conditions provided for herein for the Initial Term, except that there shall be no additional option to extend the term for another three (3) years, unless the parties otherwise agree to different terms and conditions in writing.

### **III. USE OF PAYSON PARK**

2. **Use of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC and its officers, agents, and employees, will have access to Payson Park during the Initial Term and any Renewal Term for the purpose of preparing the premises for and operating the 2-day Event, along with associated set-up and tear-down dates, as detailed in Exhibit B. The specific dates for the Event during each year of the Initial Term and any Renewal Term shall be mutually agreed upon by the City and Portland Music Festival, LLC no later than ninety (90) days prior to the commencement of the Event in each applicable year.

3. **City Access to Payson Park.** The CITY reserves the right to enter all areas of *Payson Park and Premises* at any time for any reason.

4. **Condition of Payson Park and Premises.** Except as specifically provided below, PORTLAND MUSIC FESTIVAL, LLC agrees to accept Payson Park and the *Premises* in its existing condition at the time of commencement of the term of this Agreement. The CITY shall have no responsibility whatsoever for site preparation, modification, set-up, removal or security of event equipment, except as otherwise provided in this Agreement.

5. **Alteration of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC may not alter Payson Park in any way without the prior approval of the *Director*. PORTLAND MUSIC FESTIVAL, LLC may, however, erect temporary tents, stages, tables, booths, stands, and similar structures on the Premises under the following conditions:

- a. A permit for the structure must first be obtained from the City of Portland Permitting and Inspections Department;
- b. Structures must be anchored by the use of weights/stakes; and
- c. Structures may be placed on the Premises no earlier five (5) days before the Event and must be removed no later than three (3) days after the Event (the “Removal Date”).

6. **Parking.** All attendee and vendor parking shall occur outside of Payson Park unless otherwise approved by CITY staff and shall not unreasonably interfere at any time with access to Payson Park.

7. **Portable Toilets.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for providing and maintaining a mutually agreed upon number of regular and handicap accessible

portable toilets no less than the number estimated in the Council Order. The location of portable toilets must be approved in advance by **CITY** staff. Any and all costs associated with the delivery, installation, maintenance and removal of the portable toilets shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

8. **Accessibility.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that accessibility is maintained to and within the *Premises and Payson Park*. Tents, stages, tables, booths, stands, chairs and other structures erected must be placed so that they provide adequate wheelchair and sidewalk access and do not interfere with access to the rest of Payson Park consistent with applicable law. The adequacy of walkways and clearances shall be subject to approval by the City of Portland Fire and Police Departments.

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the Premises or in Payson Park to render any aisle or exit inaccessible. If the **CITY** determines that an aisle or exit is inaccessible, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the *Premises* to compliance.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the Premises or any part thereof inaccessible to disabled persons. If the **CITY** determines that the Premises or any part thereof is inaccessible to disabled persons, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the Premises to compliance. In the event that the interpretive services are requested, it shall be the responsibility of the **PORTLAND MUSIC FESTIVAL, LLC** to provide and pay for such services. **PORTLAND MUSIC FESTIVAL, LLC** shall indemnify, defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fee) or liability of any kind whatsoever arising out of this Agreement and related to any claim that any part of the Premises was inaccessible to disabled persons during the Event.

9. **Restoration of Payson Park.** Upon completion of the *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall remove any and all structures, equipment and material from Payson Park, and restore Payson Park to the condition it was in at the commencement of this Agreement, unless otherwise agreed to by the **CITY**. Any equipment or material left beyond the expiration of this Agreement will become the property of the **CITY** and may be removed and disposed of at the **CITY's** discretion. In such an event, all costs of removal and/or disposal incurred by the **CITY** shall be the responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

10. **Damage to Payson Park.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to provide the **CITY** with a \$5,000 damage deposit no later than thirty (30) days prior to the Event each year of the Initial Term and any Renewal Term. Deposit shall be used to cover the cost of repairs to Payson Park or any other City property, if necessary. If the cost of repairs exceeds \$5,000, **PORTLAND MUSIC FESTIVAL, LLC** shall be solely financially responsible to cover

the additional costs for restoring, replacing, and/or repairing all aspects of Payson Park that are disturbed or damaged as a result of **PORTLAND MUSIC FESTIVAL, LLC**'s presence or work on Payson Park or the presence or work of its employees, contractors, subcontractors, invitees or volunteers except to the extent that the disturbance or damage was caused by the CITY or any of the CITY's officers, officials, managers, employees or agents. All restoration, repairs, and replacement shall be subject to the following conditions:

- a. The **CITY** shall have sole discretion to determine the nature and extent of any such damage to Payson Park and shall have the sole discretion to determine the scope of the necessary repairs, restoration, or replacement.
- b. Prior to undertaking any repairs, replacement, or restoration under this section, the **CITY** will notify **PORTLAND MUSIC FESTIVAL, LLC**, and provide an estimate of the cost of any such work.
- c. The **CITY** shall perform, or contract for, the repairs, restoration, or replacement, and shall invoice **PORTLAND MUSIC FESTIVAL, LLC** for the full cost, which shall be paid within thirty (30) days of invoicing.
- d. The **CITY**, in its sole discretion and with prior agreement as to the scope, schedule and contractor to do the work, may authorize **PORTLAND MUSIC FESTIVAL, LLC** to complete the necessary work done at **PORTLAND MUSIC FESTIVAL, LLC** sole cost and expense. Such work shall be completed to the CITY's satisfaction.
- e. **PORTLAND MUSIC FESTIVAL, LLC** acknowledges and agrees that its obligation to repair, replace, and restore all aspects of Payson Park under this paragraph shall survive the expiration of this Agreement.

#### **IV. LIMITATION ON EVENT**

11. **Dangerous Displays.** **PORTLAND MUSIC FESTIVAL, LLC** shall not authorize, stage or promote any act or performance in which pyrotechnics, explosives or display of open flames are involved or used without separate written **CITY** permission.

12. **Attendance:** No more than 12,500 people shall be allowed entry per day to each year's Event.

13. **Right to Close Events.** The **CITY** reserves the right to close any *Event* to the public, including to ticket holders, at any time to protect public safety, including but not limited to addressing issues of overcrowding in aisles, exits or entrances or turnstile/ticket counts in excess of the total number of tickets authorized prior to the event. Public admission to any *Event* shall be limited so that the number of occupants at the *Premises* shall not exceed the number approved by the Portland Fire Department. **PORTLAND MUSIC FESTIVAL, LLC** shall release, indemnify,

defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, loss, costs, expenses (including, without limitation, reasonable attorney's fees) or liability of any kind whatsoever resulting from such *Event* closures.

14. **Sound and Noise.** **PORTLAND MUSIC FESTIVAL, LLC** will provide a sound mitigation plan detailing their plan to limit the negative impact of sound and noise on the surrounding community, including, but not be limited to, the following:

- a. PA Speakers for an *Event* shall be placed facing north east on the grass triangle and north west on Dyer Flats and be configured by **PORTLAND MUSIC FESTIVAL, LLC**, with the approval of the **CITY**, to focus volume on the immediate environment within the *Premises*.
- b. Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a level not to exceed an A-weighted 85 decibels / C-weighted 95 decibels measured from the perimeter of the *Premises*.
- c. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for monitoring sound levels throughout the festival.
- d. **PORTLAND MUSIC FESTIVAL, LLC** shall reduce the volume of music or other amplified sound if above stated levels.
- e. **PORTLAND MUSIC FESTIVAL, LLC** agrees to an annual noise deposit in the amount of \$5,000 no later than thirty (30) days prior to the date of the Event each year. **CITY** will retain the deposit if all of the following occur: the **CITY** receives three or more independent noise complaints; the **CITY** notifies **PORTLAND MUSIC FESTIVAL, LLC** of the noise complaints; and **PORTLAND MUSIC FESTIVAL, LLC** fails to address the noise adequately, as evidenced by additional noise complaints. Nothing in this paragraph shall be construed to interfere with the **CITY's** ability to pursue any additional remedies for noise violations under this Agreement or under its ordinances.

15. **Minimum Service Levels.** **PORTLAND MUSIC FESTIVAL, LLC** shall reimburse the costs of all staffing services provided by the **CITY**. The *City Manager* or their designee, shall determine the levels of services required for the *Event*, and **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for paying for those services. The *City Manager* reserves the right to increase amounts of staffing at any time if they deem it necessary to protect public safety.

## **V. VENDOR MANAGEMENT**

16. **Vendor Compliance.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that all vendors at an event have complied with appropriate license requirements, including food service, sale of alcohol, street goods and concert licenses. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for all work performed by its

employees, agents and subcontractors or anyone hired or employed by **PORTLAND MUSIC FESTIVAL, LLC** to perform services or provide supplies related to the *Event*.

17. **Beverage Service.** **PORTLAND MUSIC FESTIVAL, LLC** may provide *Beverage Service* at the *Premises* for the *Event* under the following conditions:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for validating *Event* attendees are of the legal drinking age in the State of Maine, and shall place wristbands on attendees of legal drinking age. Alcoholic beverages will not be provided to attendees who are not of legal drinking age and do not have a wristband.
- b. The sale of alcoholic beverages shall be limited to the time the venue doors open to attendees until one-half hour prior to the end of the performance at the *Event*.
- c. Alcoholic beverages may not be removed from the *Premises*.
- d. During an *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall contract hired security to secure the perimeter of the *Premises* to prevent attendees from leaving the *Premises* with alcoholic beverages.

18. **Merchandising.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell merchandise in conjunction with an *Event*, including “soft goods,” such as t-shirts, sweatshirts, banners, etc., and “hard goods,” such as recorded material, posters, program books, books etc. **PORTLAND MUSIC FESTIVAL, LLC** is required to obtain all necessary permits required to conduct those sales.

19. **Food and Non-Alcoholic Beverages.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell food and non-alcoholic beverages in conjunction with an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** are required to obtain all necessary permits to provide that service.

## **VI. PAYMENTS TO THE CITY**

20. **Payments Due to the City.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to make the following payments to the **CITY**:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall pay to the **CITY** \$1.50 per ticket sold for the annual *Event* in 2026, \$2.00 per ticket sold for the annual *Event* in 2027, and \$2.00 per ticket sold for the annual *Event* for 2028. Payment under this section shall be made to the **CITY** no later than ten (10) days after

the Removal Date each year. **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City's Office of Corporation Counsel all financial records necessary to verify the accuracy of payments made under this provision. In the event those records contain any proprietary information, those records must clearly be marked "Proprietary information/confidential." The CITY agrees not to disclose such information to a third party without **PORTLAND MUSIC FESTIVAL, LLC's** consent, unless it determines that such disclosure is required by law. The CITY shall provide **PORTLAND MUSIC FESTIVAL, LLC** a reasonable opportunity to seek an injunction or other court order, at **PORTLAND MUSIC FESTIVAL, LLC's** expense, to prevent such disclosure. The CITY will not be liable to **PORTLAND MUSIC FESTIVAL, LLC** or any third party for any disclosure of confidential information.

- b. **PORTLAND MUSIC FESTIVAL, LLC** shall make an annual donation for the duration of this agreement, in the amount of One Hundred Thousand Dollars (\$100,000.00) per year to the Portland Parks Conservancy to be allocated towards an improvement project in Portland's Park system, which shall be paid no later than thirty (30) days prior to each annual Event. The CITY agrees to hold this amount in escrow until after the Removal Date each year and hereby agrees to refund such donation to **PORTLAND MUSIC FESTIVAL, LLC** if the CITY terminates this Agreement or the Event is canceled through no fault of **PORTLAND MUSIC FESTIVAL, LLC** after the donation has been made with respect to each annual Event.

21. **Terms of Payment.** Unless otherwise specifically provided in this Agreement, all payments or reimbursements to the CITY pursuant to this Agreement shall be subject to the following terms:

- a. Any amounts owed shall be paid within ten (10) days of invoicing.
- b. **PORTLAND MUSIC FESTIVAL, LLC** agrees to pay interest at the rate of one and one-half percent (1½ %) per month on any payment which is not made within the time limits set forth in this Agreement.

## **VII. INSURANCE OBLIGATIONS**

22. **Automobile and General Liability Insurance.** Prior to the execution of this Agreement, **PORTLAND MUSIC FESTIVAL, LLC** shall procure and maintain occurrence-based Automobile Liability Insurance, Commercial General Liability Insurance, including contractual and products liability, in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage, and Two Million Dollars (\$2,000,000) aggregate.

All vendors and/or subcontractors of **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City with proof of Automobile Liability Insurance and Commercial General Liability Insurance in

an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage. In the instance where a vendor or subcontractor does not use an automobile on the premises, Automobile Liability Insurance shall not be required.

23. **Sale of Alcohol and Liquor Liability Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** or its subcontractors, are permitted to sell alcoholic beverages during the event in Payson Park, provided that the following conditions are met. The **CITY** requires that all alcoholic beverages shall be sold, distributed, 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 the **CITY**. **PORTLAND MUSIC FESTIVAL, LLC** and/or any vendor or subcontractor providing alcohol at the *Premises*, shall obtain and provide Liquor Liability Insurance, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. A copy of the certificate of insurance shall be provided to the **CITY** prior to any *Event* at which the vendor is serving alcohol.

24. **Workers' Compensation Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** and all of its vendors or subcontractors shall provide evidence of workers' compensation insurance, to the extent required by Maine Law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

25. **Terms of Insurance.** All insurance required pursuant to this Agreement shall be subject to the following terms:

- a. All insurance shall be obtained from insurers licensed to do business in the State of Maine and acceptable to the **CITY**, such acceptance not to be unreasonably withheld.
- b. With respect to the Automobile Liability, Commercial General Liability, and Liquor Liability Insurance, the **CITY** shall be named as an additional insured on all required policies, only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. All insurance shall be primary to any insurance the **CITY** may have.
- c. All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to the **CITY**.
- d. **PORTLAND MUSIC FESTIVAL, LLC** and all of the vendors and subcontractors shall furnish the **CITY** and thereafter maintain certificates of coverage, prior to the execution of this agreement. They shall also provide the

**CITY** with a copy of any endorsement naming the **CITY** as additional insured. Upon the **CITY**'s request, **PORTLAND MUSIC FESTIVAL, LLC** shall provide the **CITY** with a complete copy of any and all policies required by this agreement. **CITY**'S acceptance or lack of acceptance of any Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of any obligation to obtain and maintain such insurance as required by this agreement. **CITY** shall immediately refuse any work in Payson Park and cancel any *Event* if the required certificates are not furnished within the required time.

- e. All insurance required by this agreement shall contain a waiver of subrogation rights against **CITY**.
- f. **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors shall be responsible for any and all deductibles and/or self-insured retentions which are not to exceed \$10,000 without the prior written approval of **CITY**'s Corporation Counsel.
- g. The minimum limits may be satisfied through use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies. If **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors maintain broader coverage and/or higher limits than the minimum required by this agreement, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits.
- h. Nothing herein shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**.
- i. **PORTLAND MUSIC FESTIVAL, LLC** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the Initial Term or Renewal Term of this Agreement. **PORTLAND MUSIC FESTIVAL, LLC** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the **CITY**. Such notices to change shall, in general, be issued no more often than every two (2) years. The **CITY** may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

## **VIII. INDEMNIFICATION AND RELEASE**

26. **Indemnification.** To the fullest extent permitted by law, **PORTLAND MUSIC FESTIVAL, LLC** shall, at its own expense, defend (by counsel reasonably acceptable to the

**CITY**), indemnify, and hold harmless the **CITY**, its officers, agents, and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including, without limitation, injury or damage to City employees or property, and including claims based upon violation of any law, including environmental law or regulation governing hazardous substances, that arise out of or are caused in whole or in part, by any act or omission of **PORTLAND MUSIC FESTIVAL, LLC**, its guests, agents, officers, employees, partners or contractors or anyone for whose act it may be liable. **PORTLAND MUSIC FESTIVAL, LLC'S** obligations under this paragraph shall survive the termination of this Agreement.

27. **Release.** **PORTLAND MUSIC FESTIVAL, LLC** hereby releases the **CITY** and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from **PORTLAND MUSIC FESTIVAL, LLC'S** use of Payson Park, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. **PORTLAND MUSIC FESTIVAL, LLC** promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this Agreement.

## **IX. TERMINATION**

28. **Termination by the City.** The City may terminate this Agreement, without prior notice to **PORTLAND MUSIC FESTIVAL, LLC**, under any of the following conditions:

- a. A good faith determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has failed to comply with any of the terms or conditions of this Agreement, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to cure such failure.
- b. Failure of **PORTLAND MUSIC FESTIVAL, LLC** to respond appropriately to excessive and substantiated noise complaints about the *Event* as provided in this Agreement or otherwise, which complaints reflect significant public inconvenience or other breaches of the peace, as determined by the City Manager, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to remedy such complaints.
- c. Upon determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has made material misrepresentations to the **CITY** in connection with its use or occupancy of any of Payson Park.

- d. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to structural failure, flooding, fire damage or other physical damage to the Premises.
- e. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional or local emergency, including a local emergency declared by the Portland City Council; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) shortage of adequate medical supplies and equipment; (k) shortage of power or transportation facilities; and (l) other events beyond the reasonable control of the CITY.

In the event that the CITY terminates the Agreement for any of the reasons set forth above or any other reason, **PORTLAND MUSIC FESTIVAL, LLC**'s only legal or equitable claim shall be for a refund of the deposits paid, including the donation to the Portland Parks Conservancy described in Section IV (20) (b) herein. In the event the CITY terminates this Agreement for the reasons set forth in Paragraphs 28(a), (b) and (c), the CITY may, in its discretion, deduct from the deposits the direct costs incurred by the CITY in connection with this Agreement prior to the date of termination. **IN NO EVENT WILL CITY BE LIABLE TO PORTLAND MUSIC FESTIVAL, LLC OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT AND INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

29. **Termination by PORTLAND MUSIC FESTIVAL, LLC.** In the event **PORTLAND MUSIC FESTIVAL, LLC** terminates this Agreement, the **CITY** shall retain or collect from **PORTLAND MUSIC FESTIVAL, LLC** twenty-five percent (25%) of the fees described in Section IV of this Agreement in addition to any actual costs directly incurred by **CITY** in preparation for the next *Event* following the date of any such termination

30. **Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the **CITY** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

## **X. ADDITIONAL TERMS**

31. **Community Outreach.** **PORTLAND MUSIC FESTIVAL, LLC** shall conduct annual community outreach through neighborhood meetings. The meetings will be hosted at Payson Park, another location approved by the City, or by video conferencing. The neighborhood meetings shall be conducted at a time and in a manner that is accessible to community members within the neighborhoods surrounding Payson Park. **PORTLAND MUSIC FESTIVAL, LLC** shall hold at least two neighborhood meetings per each annual Event. One meeting shall be held no less than sixty (60) days prior to the Event each year to prepare for the upcoming event and one meeting shall be held no more than ninety (90) days after the last day of the Event to discuss how the Event can be improved the following year. No less than thirty (30) days prior to each neighborhood meeting, **PORTLAND MUSIC FESTIVAL, LLC** shall create a written notice with a brief description of the Event and information about how to provide neighborhood input including the date, time and place of the next neighborhood meeting and alternative ways to ask questions or provide comment. **PORTLAND MUSIC FESTIVAL, LLC** shall provide a digital copy of the notice to the CITY to post on its website and in other public locations in the CITY and distribute to residents by other means deemed appropriate by the CITY. **PORTLAND MUSIC FESTIVAL, LLC** shall keep and provide a record of approximate number of participants and feedback generated during the neighborhood meeting (s) and provide those records to the CITY immediately following each meeting. All costs associated with neighborhood outreach shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

32. **Other Financial Obligations.** **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for any other financial obligations incurred as a result of the use of Payson Park for any *Event* or otherwise in connection with this Agreement. These obligations shall specifically include:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any State or Federal taxes, or any other governmental assessment which may be required in connection with an *Event* or other use of Payson Park.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for the payment of any royalties or charges which are due or may become due on material used for or during an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** warrants to the CITY that such royalties or charges have been paid or will be paid promptly in accordance with law. **PORTLAND MUSIC FESTIVAL, LLC** further agrees to hold the CITY harmless and indemnify it for all its costs or losses, just or unjust, including attorney's fees in defense of claims, relating to payment of any royalty, charge or fee for the use of material by **PORTLAND MUSIC FESTIVAL, LLC** during an *Event*.

33. **Compliance with Law.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations and laws and regulations governing hazardous substances, with respect to all its activities on Payson Park, and to conduct all its activities on Payson Park in a safe, responsible, reasonable and business-like manner. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any fines

or monies owed as result of any failure to comply with any such laws, rules and/or regulations. **PORTLAND MUSIC FESTIVAL, LLC** further specifically agrees:

- a. To consult with the City's Fire Chief prior to any operations under this Agreement to determine fire safety requirements.
- b. That no person shall be denied admission to any *Event* on the basis of race, color, creed, national origin, sex, disability, sexual orientation, or any other class characteristic protected by law.

34. **No Representations.** **PORTLAND MUSIC FESTIVAL, LLC** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of **CITY** in respect thereto, except as contained in the provisions of this Agreement. The **CITY** shall in no event be liable for any latent defects of the **Premises**, unless the **CITY** has actual knowledge of the defect and has failed to disclose such information to **PORTLAND MUSIC FESTIVAL, LLC**.

35. **Assignment.** **PORTLAND MUSIC FESTIVAL, LLC** may not assign, pledge, sublet or otherwise transfer any interest or right granted by this Agreement without the prior written consent of the *City Council*; provided, however, that **PORTLAND MUSIC FESTIVAL, LLC** may engage subcontractors or hire individuals to perform services or provide supplies related to an *Event* consistent with the terms of this Agreement.

36. **Attorney's Fees.** **PORTLAND MUSIC FESTIVAL, LLC** shall pay all reasonable attorney's fees and costs on behalf of **CITY** if: (i) **CITY** should institute litigation against it for breach of any term or condition of this Agreement, if the **CITY** is the prevailing party in litigation; (ii) **CITY** should institute litigation against **PORTLAND MUSIC FESTIVAL, LLC** for an unlawful detainer of Payson Park, if the **CITY** is the prevailing party in litigation; (iii) **CITY** is made a party to litigation against **PORTLAND MUSIC FESTIVAL, LLC**, instituted by a third party related to use of Payson Park under this Agreement; or (iv) if the **CITY** is required to defend itself against any action or defense prosecuted by **PORTLAND MUSIC FESTIVAL, LLC** or any third party arising out of **PORTLAND MUSIC FESTIVAL, LLC's** use or occupancy of Payson Park that does not result in a final judgment in favor of **PORTLAND MUSIC FESTIVAL, LLC**. Fees and costs of defense incurred by the **CITY** shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by **CITY**, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1 1/2 %) per month.

37. **Additional Permit Required.** **PORTLAND MUSIC FESTIVAL, LLC** understands that the terms and conditions set forth in the Council Order and this Agreement are not exhaustive and the **CITY** reserves the right to include additional terms and conditions in the festival permit issued by the **CITY's** Parks, Recreation and Facilities Department.

38. **Complete Agreement.** This Agreement and its Exhibits constitute the entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations, or representations, written or oral, between the parties, including but not limited to

the Original Agreement. This Agreement may not be further modified, except in writing, signed by the parties.

39. **Rights Acquired.** No rights will be acquired under this Agreement until the required certificates of insurance have been provided to the CITY.

40. **No property rights.** No provision hereof shall be construed as conveying an easement or other estate in land.

41. **Amendment.** This Agreement may be amended only in writing executed by the parties.

42. **No Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

43. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

44. **Authority.** PORTLAND MUSIC FESTIVAL, LLC warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of PORTLAND MUSIC FESTIVAL, LLC has the authority to do so.

45. **Further Assurances.** Each party hereby agrees to cooperate with the other party's efforts to take such further actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement and to implement the operation of the Event and the other transactions contemplated herein, including without limitation, to execute, acknowledge, and deliver any affidavits, certificates, assurances, consents, or other instruments as may be necessary to fulfill the intent of this Agreement.

45. **Governing Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties and guarantors hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

[SIGNATURE PAGE ATTACHED HERETO.]

**IN WITNESS WHEREOF**, the **CITY OF PORTLAND** has caused this Agreement to be signed by Danielle P. West, City Manager, and by Tyler Grill, Manager of **PORTLAND MUSIC FESTIVAL, LLC, LLC**, thereunto duly authorized the day and year first above written.

**CITY OF PORTLAND**

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Danielle P. West  
Its: City Manager

Approved as to form: \_\_\_\_\_

Corporation Counsel's Office

**PORTLAND MUSIC FESTIVAL, LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Tyler Grill  
Its: Manager, duly authorized

**EXHIBIT B**

**APPROVED EVENTS SCHEDULE for 2026-2028**

<b>DATE</b>	<b>DAY</b>	<b>Schedule</b>
6 days prior to event	Sunday	Layout site
5 days prior to event	Monday	Field protection in place
4 days prior to event	Tuesday	Start of tenting/decor
3 days prior to event	Wednesday	Fencing begins
2 days prior to event	Thursday	Sound, lights, stages
1 day prior to event	Friday	Final Prep
Day 1 of Event	Saturday	Day 1
Day 2 of Event	Sunday	Day 2
1 day following event	Monday	Breakdown begins
2 days following event	Tuesday	Breakdown concludes
3 days following event	Wednesday	Last of the porta potties and all remaining assets removed





## **GUARANTY OF GOODWORKS PORTLAND FEST LLC**

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor and a wholly owned subsidiary of GoodWorks Entertainment Group, LLC, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by the City of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America, Cumberland County, and State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action

or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this \_\_\_\_ day of September, 2025.

**GOODWORKS ENTERTAINMENT  
PORTLAND FEST LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Tyler Grill  
Its: Manager, duly authorized

**GUARANTY OF  
SHORE SOUND ENTERTAINMENT LLC**

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by PDC of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and Cumberland County, State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action or claim

arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this \_\_\_\_ day of September, 2025.

**SHORE SOUND ENTERTAINMENT LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Jordan Wolowitz  
Its: Manager, duly authorized

***EXHIBIT B - Portland Parks Commission Statement on the Back Cove Music Festival at Edward Payson Park (9/4/2025)***

The Portland Parks Commission has reviewed and reflected on the inaugural Back Cove Music Festival, held this summer in Edward Payson Park. Following a presentation from City officials and organizers, and public and Commissioner testimony, the Commission is offering the following summary and recommendations for the City Council Committee as it considers a proposed three-year agreement to continue hosting the festival.

**As a Commission, we want to note an ongoing and important tension raised in our deliberations: the use of public parks as sites for large-scale, privately-operated events.** Some Commissioners expressed concern about the appropriateness of granting extended access to a for-profit entity—however responsible—on land that is meant to serve all residents equitably at all times. Others highlighted the unique value such partnerships can bring in terms of investment, visibility, and park improvements that might not otherwise be possible. This is not a tension that is easily resolved, but it is one we believe the City should continue to examine carefully when evaluating both this proposed agreement and future events.

**Overall, the Commission acknowledges that the 2024 Back Cove Music Festival was a successful and responsibly executed event,** especially considering it was the first of its kind at this scale in Payson Park. The Parks, Recreation, and Facilities Department and City staff were thoughtful and proactive in their work, and they reported that the event organizers were exceptionally collaborative throughout both planning and execution. We were particularly encouraged by the alignment between the festival’s goals and our mission to foster community connection and long-term stewardship of our parks. Highlights included:

- **Sustainable and inclusive transportation planning:** The use of shuttles, a bike valet service (which served nearly 1,000 bikes), and people-powered transit significantly reduced the need for on-site parking. This contributed to the low environmental impact and aligned with Portland’s sustainability goals.
- **Public infrastructure improvements:** The creation of new trails to support access to the festival site—trails that had long been on the Parks Department’s wishlist—enabled over 10,000 trail uses during the weekend and now remain as a long-term community asset.
- **Park reinvestment:** The festival contributed approximately \$100,000 in park funding, which will support ongoing enhancements to Payson Park.
- **Positive public reception:** While there were some noise complaints (in the range of tens), the vast majority of feedback from attendees and community members was positive. As one Commissioner put it, the event was “extraordinarily responsible.”

**Nonetheless, several concerns were raised that should inform future agreements** and planning for any large-scale event in our parks:

- **Neighborhood communication and impact:** While transportation innovations were generally successful, changes to shuttle routes and drop-off points were made quickly in

response to evolving needs, which led to significant and unanticipated impacts on adjacent neighborhoods. Some residents experienced 12 hours of shuttle traffic without sufficient prior notice. Communication with directly affected neighbors—particularly those on the periphery of Payson Park—must be significantly improved.

- **Increased “buy in” in contract from event organizers:** Deposits for noise and park damages should be raised. Community inclusion processes should be articulated in the contract.
- **Clarity and accessibility of information:** There was inconsistent signage and lack of proactive, multilingual, and multimodal communication regarding event logistics, park access, and street closures. This included the build-out phase before the festival, when local residents were unsure where and if they could access certain sections of the park. Reliance on social media and responsive versus proactive communication channels was not sufficient.
- **Equity and local access:** The festival should ensure that residents living closest to the park—including those in public housing or lower-income neighborhoods—have equitable access to participate in the event, including potential for reserved or discounted tickets.
- **Post-event engagement:** Mechanisms to solicit neighborhood feedback and community input post-event were limited. Future contracts should include clearer expectations for community engagement both before and after events.
- **Transparency in park reinvestment:** While the financial investment in the park is commendable, there is a need for greater transparency and potentially community input into how these funds are allocated.

**The Commission believes that the Back Cove Music Festival demonstrates real promise as a long-term community event** that creatively activates public space and contributes to Portland’s cultural and economic vitality. We are optimistic about the potential for this event to evolve into a model of inclusive, sustainable, and community-responsive park use. We respectfully recommend that, should the City proceed with a multi-year agreement, the contract explicitly include:

- Enhanced requirements for community notification and engagement;
- Noise and impact deposit provisions;
- Clear transportation and signage protocols;
- Transparent reinvestment planning with public input; and,
- Equity goals and benchmarks for local access.

We thank the City Council Committee for its consideration of these reflections and recommendations.

Respectfully,

*Beth Rabbitt, Chair, at-large*

*Will Elting, Vice Chair, at-large*