

# APPLICATION FOR A FORTUNETELLER LICENSE

Nonrefundable Application Fee \$275.00

Date 9.19.16

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	<u>10/11/16</u>
Amount Paid	<u>\$275</u>

- New Application
- Renewing Application with Additions or Changes
- Renewing Application with NO Additions or Changes

Business (DBA) Name: PSYCHIC Reading BY NINA Phone: 617-767-3102

Business Location in Somerville (with Zip Code): 593 Somerville Ave. Somerville 02145

Applicant's Federal Employer Identification Number: 030-76-6732

Applicant's Legal Name: Maryann Mitchell

Mailing Name (where we should send correspondence to): Maryann Mitchell

Mailing Address (with Zip Code): 23 Bailey Rd Somerville, Ma 02145

Emergency Contact: Stacy Mitchell Phone: 617-860-7417

**Type of Business (Check Only One and Provide the Names Indicated):**

**Sole Proprietor:** Name of Owner: Maryann Mitchell

**Partnership (inc. LLP):** Name of Partnership: \_\_\_\_\_

Names of All Partners Who Own More Than 10%: \_\_\_\_\_

**Trust:** Name of Trust: \_\_\_\_\_

Names of All Trustees Who Own More Than 10%: \_\_\_\_\_

**Corporation:** Name of Corporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Name of Secretary: \_\_\_\_\_ Name of Treasurer: \_\_\_\_\_

**LLC:** Name of LLC: \_\_\_\_\_

Names of All Managers Who Own More Than 10%: \_\_\_\_\_

**Other** (Attach a Description of the Form of Ownership and the Names of Owners)

Describe your business: Palm Reader tarot card  
Reader

Describe the hours of operation you are seeking: Mon-Fri 9AM to 9PM  
SAT 9AM 2 10PM ~~SUN 9~~

Describe any consumer complaints you have received as a fortuneteller: SUN 10 to 6PM  
NONE

Attach a copy of the lease granting you use of the space, and, if the lease is with someone other than the owner of the building, attach a letter from the owner of the building granting you use of the space.

**ACKNOWLEDGEMENT**

I hereby state that all information provided on this application is true and accurate, and I understand that any information that is found to be false or misleading may result in the forfeiture of this license. This license will be subject to all of the terms, conditions, and limitations set forth in the Somerville Code of Ordinances, any applicable State and Federal laws, and any conditions prescribed by the City of Somerville. I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Signature of Applicant: [Signature] Date: 9/19/16  
Print Name: Maryann Mitchell Phone: 617 767 3102

**FOR NEW APPLICANTS OR APPLICANTS CHANGING THEIR BUSINESS:**

**INSPECTIONAL SERVICES DEPARTMENT RECOMMENDATION:**

The Inspectional Svcs. Dept. recommends that the application be:  Approved  Denied  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**POLICE DEPARTMENT RECOMMENDATION:**

The Chief of Police recommends that the application be:  Approved  Denied  
Signature: [Signature] SGT JOHN TAM Date: 10-5-2016  
Chief Administrative Aide

Describe your business: Palm Reader tarot card  
Reader

Describe the hours of operation you are seeking: Mon-Fri 9AM+09PM  
SAT 9AM 2 10PM ~~SUN 10+6PM~~

Describe any consumer complaints you have received as a fortuneteller: SUN 10+6PM  
NONE

Attach a copy of the lease granting you use of the space, and, if the lease is with someone other than the owner of the building, attach a letter from the owner of the building granting you use of the space.

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Signature of Applicant: [Signature] Date: 9/19/16  
Print Name: Maryann Mitchell Phone: 617 767 3102

#### FOR NEW APPLICANTS OR APPLICANTS CHANGING THEIR BUSINESS:

##### INSPECTIONAL SERVICES DEPARTMENT RECOMMENDATION:

The Inspectional Svcs. Dept. recommends that the application be:  Approved  Denied <sup>OK PER SPCD. JSC</sup>

Signature: [Signature] Date: 9/21/16

##### POLICE DEPARTMENT RECOMMENDATION:

The Chief of Police recommends that the application be:  Approved  Denied

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

## John Long

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**From:** Sarah Lewis  
**Sent:** Thursday, October 13, 2016 11:08 AM  
**To:** John Long; Paul Nonni; David Shapiro  
**Cc:** George Proakis  
**Subject:** Fortune tellers

John –

Paul made me aware of the license you are currently processing for a fortune teller. While it is not specified in the Zoning Ordinance, it is my understanding that it is not an illegal use. From what I have been able to find out, this has been addressed previously and Legal wrote an opinion.

I'm copying David in hopes that he will be able to share the document.

Hope this helps.

Sarah A. Lewis RA, LEED-AP, CNUA  
Senior Planner  
Mayor's Office of Strategic Planning and Community Development  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143  
617.625.6600 x2522  
[slewis@somervillema.gov](mailto:slewis@somervillema.gov)

Maryann Mitchell

# Fortuneteller License

Date received by Records: 9/19/16

Reviewed by:

Date reviewed:

Does any applicant have a record:

Yes \_\_\_\_\_ No X

Recommendation:

Approve ✓ DM Deny \_\_\_\_\_

Has been operating in Somerville since 2012 w/out incident.

Reason for denial:

Date sent to Chief/Deputy Chief:

10-5-2016

**COMMERCIAL LEASE AGREEMENT**

for

593 Somerville Avenue, Unit A, Somerville MA- 02143

**THIS LEASE (this "Lease") dated this 14<sup>th</sup> day of July, 2016**

**BETWEEN:**

**Augment Investments LLC of 4 Trowbridge Place, Unit 2D, Cambridge,  
Massachusetts, 02138**

Telephone: (617) 275-1854 Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

- AND -

**Maryann Mitchell and David Castro, Of**

**Maryann's New Age Astrology**

Telephone: Maryann Mitchell 617-860-7417, David Castro 857-261-7281

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Basic Terms**

1. The Lease will come into immediate effect after the terms and conditions within the "Lease" are approved by the Landlord's attorney.
2. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below

*MM DSC*

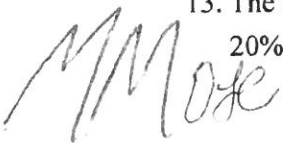
9. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

**Term**

9. The term of the Lease commences at 12:00 noon on September 1<sup>st</sup>, 2016 and ends at 12:00 noon on August 31<sup>st</sup>, 2021. The start of lease is contingent to completion of construction and availability of OC(Occupational Certificate) from the city of Somerville.MA.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

**Rent**

11. Subject to the provisions of this Lease, the Tenant will pay a rent of \$1750, payable per month, for the Premises (the "Base Rent"). In addition, to the rent, the Tenant will pay the Landlord for the HOA/Condo fees. In addition to the Base Rent and HOA/Condo fees, the Tenant will pay the following taxes to the appropriate government agencies: Real Estate Taxes and all business related taxes.
12. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord at 2D, 4 Trowbridge Place, Cambridge, MA, 02138, or at such other place as the Landlord may later designate.
13. The Rent will be revised every 5 years, and if deemed necessary, will be raised by up to 20% of the base rent at the time.

A handwritten signature in black ink, appearing to read "M. Mok", is written over the bottom of the 13th list item.

106. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
107. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
108. Time is of the essence in this Lease.
109. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 14<sup>th</sup> day of July, 2016.

Augment Investments LLC (Landlord)

Per: [Signature] 07/14/16  
(SEAL)

[Signature]  
(Witness) STACY MITCHELL

[Signature]  
(Witness) 7-13-2016

[Signature] 07/11/16  
Maryann Mitchell (Tenant)

[Signature]  
(Witness) 7/13/16

David Joseph Castro 7-13-16  
David Castro (Tenant)





City of Somerville, Massachusetts  
Finance Department, Treasury Division

**CERTIFICATE OF GOOD STANDING**

Exact name of taxpayer/applicant's business: PSYCHIC READING NINA

Address of taxpayer/applicant's business in Somerville: 593 SOMERVILLE

Address of taxpayer/applicant's home in Somerville: \_\_\_\_\_

Taxpayer/applicant's phone: day: \_\_\_\_\_ evening: \_\_\_\_\_

I, (print name) Maryann Mitchell, the undersigned Taxpayer, do hereby certify that all the information contained herein is true and correct and all taxes and fees due the City have been paid or that the Taxpayer has entered into an agreement to pay all taxes and fees and is current on said agreement.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, this \_\_\_\_\_ day of 9/19/16, 2016. Maryann Mitchell  
(Taxpayer's signature)

**CITY'S ACKNOWLEDGEMENT**

DATE OF ISSUANCE: \_\_\_\_\_ INCLUDES RELEVANT POSTINGS THROUGH: \_\_\_\_\_

**TAXES AND ACCOUNT NUMBER(S) INCLUDED IN CERTIFICATE:**

Real Estate       Water/Sewer       Personal Property       Other: \_\_\_\_\_  
# 14178      # 242049081      # \_\_\_\_\_      # \_\_\_\_\_

**NOTES:**

CLERK'S INITIALS: LRB

ORIGINAL STAMP:

**received**  
(Baron)  
10-11-16

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, Mass. 02111

Workers' Compensation Insurance Affidavit - General Businesses

Applicant information:

Name: PSYCHIC READINGS BY NINA

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

- I am an employer with \_\_\_\_\_ employees (full and/or part time). **Business Type:**  Retail  
 I am a sole proprietor or partnership and have no employees.  Restaurant/Bar/Eating Establishment  
 We are a corporation that has exercised our right of exemption per c152 s1(4), and have no employees.  Office and/or Sales (real estate, auto, etc.)  
 We are a nonprofit organization staffed by volunteers and have no employees.  Nonprofit  
 Entertainment  
 Manufacturing  
 Health Care  
 Other \_\_\_\_\_

Workers' compensation insurance information (if applicable):

Insurance Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Applicant certification:

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one years' imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Maryann Mitchell Date: 9/19/16

Print Name: Maryann Mitchell

**Official use only. Do not write in this area. To be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Board of Health  
 Building Department  
 City/Town Clerk  
 Licensing Board  
 Selectmen's Office  
 Other \_\_\_\_\_