

NEW

A-FRAME SIGN
NEEDS A BOND.

APPLICATION FOR OUTDOOR SEATING, GOODS
OR OTHER PROPERTY ON CITY SIDEWALKS

Application Fee \$150.00

Date March 22, 2010

FOR CITY CLERK'S OFFICE ONLY
Date Recorded 3/23/10
Amount Paid \$150.00

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

Business Name: Ana Style USA Phone: 857-240-1609

Business DBA Name (if applicable): same

Address with Zip Code: 114 Broadway, Suite 104, Somerville 02145

Tax Identification Number: 52-2326426 Check one: SSN FEIN

Mailing Name (where we should send correspondence to): Ana DosSantos Borges

Address with Zip Code: 114 Broadway, Suite 104, Somerville 02145

Property Owner Name: James Murray Phone: 617625-9015

Address with Zip Code: 114 Broadway, MA 02145

Emergency Contact 1: P. Moura, Attorney Phone: (617)688-6634

Emergency Contact 2: _____ Phone: _____

Type of Business (Check one): Sole Proprietor Partnership (inc. LLP) Trust
 Corporation (inc. LLC) Other _____

IF A SOLE PROPRIETOR:

Owner's Name: Ana DosSantos Borges

Address with Zip Code: 114 Broadway, Suite 104, Somerville MA 02145

IF A PARTNERSHIP, TRUST OR CORPORATION (Attach additional sheets as needed):

Partner's/Member's/President's Name: _____

Address with Zip Code: _____

Partner's/Member's/Secretary's Name: _____

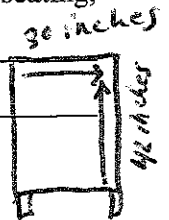
Address with Zip Code: _____

Partner's/Member's/Treasurer's Name: _____

Address with Zip Code: _____

Detailed description of the request, including the proposed quantity and location of the seating, goods or other property to be placed on the public way. Attach a sketch.

11 30 inches wide, 42 inches high -> One Sandwich Board
Sign only, when store open.



RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to release, discharge and hold harmless, the City of Somerville, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

Signature of Applicant: Ana F. dos Santos Borges Date: 3/21/2010

FOR NEW APPLICATIONS AND RENEWALS MAKING CHANGES THIS YEAR:

INSPECTIONAL SERVICES DEPT. APPROVAL:

Approval granted not to exceed _____ tables. No tables or chairs
Approval granted not to exceed _____ chairs. just sandwich Board sign.

Additional conditions _____

Signature: Ana F. dos Santos Borges Name and Title: owner / operator

Ana Dos Santos Borges

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.

Signature of Applicant: Ana F. dos Santos Borges Date: 3/21/2010
Print Name: Ana Dos Santos Borges Phone: 857-249-1609

OTHER CONDITIONS

1. This permit is issued annually and is valid from May 1 through April 30 of the following year.
2. The Applicant agrees to submit a City and County Licenses and Permits Bond in the amount of \$5,000, or a current Certificate of Insurance listing the City of Somerville as an Additional Insured on the business liability insurance in a form satisfactory to the City before the Permit will be issued.
3. For outdoor seating,
 - a. The Applicant agrees to install a containment system, which is satisfactory to the City, around the periphery of the outdoor seating area in order to delineate and separate the proposed use from the public sidewalk.
 - b. The Applicant agrees to close all outdoor seating no later than 10:00 PM.
 - c. The Applicant acknowledges that the service of alcohol in the outdoor seating area is prohibited and may result in criminal and/or civil sanctions.
 - d. The Applicant agrees to the placement and regular maintenance of a trash receptacle on the sidewalk in front of the business in order to minimize extra litter associated with outdoor seating.
4. For goods and property placed on the way exclusive of outdoor seating,
 - a. The Applicant agrees to remove all goods and other property from the public way no later than 9:00 PM.
5. _____

Signature of Applicant: Ana F. dos Santos Borges Date: 3/21/2010

COMPLETE APPLICABLE SECTION ON REVERSE

Section
Public Official 1
Fidelity 2
Probate 3
Referee, Receiver, etc. 4
Court 5
License 6
Lost Securities 7



www.cnasurety.com

Form 10

APPLICATION FOR BOND—ANY KIND

Individual
Partnership
Corporation
Limited Liability Company
Limited Liability Partnership

Applicant Name (Exactly as shown on License or Bond) Please print or type
Ana Borges Ana Style USA Social Security # 031909223 Date of Birth 2/3/64 Married Single

Residence Address (Street and Number) (City) (State) (Zip) (Telephone #) (Fax #) (Email Address)
18 Benedict St apt 2 Somerville MA 02145 857 249 1609

Business Address (Street and Number) (City) (State) (Zip) (Telephone #) (Fax #) (Email Address)
114 Broadway Somerville MA 02145

Occupation or Business Seamstress and Teacher How long so engaged? 25 years Previous Surety Yes No If yes, give name and reason for change.

Type of Bond Permit Bond Amount of Bond 5,000.00 Effective Date 3-23-10

Complete Name and Address of Oblige
City of Somerville MA

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: Business Financial Statement Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks + Bonds — Describe		Taxes due & accrued	
Notes Receivable — Describe		Notes Payable to Bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate	A
Real Estate, Homestead	A	Mortgage on Real Estate	B
Real Estate, Investment	B	Other Liabilities — Describe	
Furniture and Fixtures		TOTAL LIABILITIES	
Other Assets - Describe		Capital Stock (Paid in)	
TOTAL ASSETS		NET WORTH OR SURPLUS	
		TOTAL Liabilities and Net Worth	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
- In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 23 day of March 2010

X Ana F. de la Cruz Borges
Signature & Business/Corporate Title

X Ana Borges "Indemnitor"

"Indemnitor"

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe John Doe "Indemnitor"

Agency Wedgwood Crane + Connolly
Address 19 College Ave
Somerville MA 02144
City State Zip
Agent's Code 20 - 02350

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant.

productive member of the community works for City of Somerville School department and now has opened a sewing store

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety.

**MASSACHUSETTS DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT AND PROTECTION (REAP)
ATTESTATION**

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.

Ana F. dos Santos Borges

*Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (Mandatory, if a corporation)

**Social Security Number (Voluntary) or Federal Identification Number (Mandatory, if a corporation)

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.



City of Somerville, Massachusetts
Finance Department, Treasury Division

WARNING: TREASURY NEEDS FIVE BUSINESS DAYS TO PROCESS THIS FORM.

CERTIFICATE OF GOOD STANDING

Exact name of taxpayer/applicant's business: Ana Style USA

Address of taxpayer/applicant's business in Somerville: 114 Broadway, Unit 14
Somerville, MA

Address of taxpayer/applicant's home in Somerville: 15 Rhode Island Ave. 02145

Taxpayer/applicant's phone: day: 857-249-1609 #2, Somerville, MA 02145
evening: same

I, (print name), Ana Des Santos Borges, 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 21st day of March, 2010. Edna F. Des Santos Borges
(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: _____

04194061 # 144000001 # _____

NOTES:

CLERK'S INITIALS: URB

ORIGINAL STAMP: _____

received
UBANUAS
3-2310

**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: "Ana Style, USA"
 Name: c/o Ana Dos Santos Borges
 Address: 114 Broadway, Unit 14
 City: Somerville State: MA Zip: 02145 Phone #: 857 249-1609

I am an employer with _____ employees (full and/or part time). Business Type: Retail & Dressmaker/Seamstress
 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): N/A
 Insurance Company Name: I have no employees,
 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: Ana Dos Santos Borges Date: 3/21/2010
 Print Name: Ana Dos Santos Borges

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 _____