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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Department) to enter into a **SOLE SOURCE** Educational & Interpretive Center Management Contract (Contract) with the Seacoast Science Center, Inc. of Rye, NH (Center Operator) for management of the Seacoast Science Center (Science Center) in Odiorne Point State Park for a ten (10) year period upon Governor and Executive Council approval.
2. Further authorize the Department to accept semi-annual payments on May 15 and November 15 of each year for any revenue from non-programmatic event and facility rentals (e.g. weddings), other non-programmatic revenue, any shared utility expenses and revenue collected by the Center Operator on behalf of the State, all as provided for in the Contract. The payments will be deposited into accounting unit 37020000 State Park Fund.
3. Further authorize the Department to reimburse the Center Operator for emergency repairs greater than \$500 provided the repairs are approved in advance by the Department. Funds are available in accounting unit 37200000 Service Park Operations

EXPLANATION

The Seacoast Science Center, Inc. (SSC) will serve as Center Operator and provide a range of general interest and specialized informational and educational programs at the Science Center on a year-round basis. The Contract is in accordance with Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002. The admission fee and all programs shall be approved by the Department as part of an Annual Operating Plan. The SSC has been providing this service on behalf of the Department since 2001 when the Audubon Society of NH terminated their management of the Science Center.

The Attorney General's office has reviewed and approved the Educational & Interpretive Center Management Contract as to form, substance, and execution.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Jeffrey J. Rose
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION**

EDUCATIONAL & INTERPRETIVE CENTER MANAGEMENT CONTRACT

RECITALS

WHEREAS, the State of New Hampshire, Department of Resources and Economic Development through its Division of Parks and Recreation (the "State" and "DRED") owns and manages a certain tract of land and buildings known as Odiorne Point State Park (the "Park");

WHEREAS, pursuant to Chapter 305:02, Laws of 1959, an act providing for the acquisition of Fort Dearborn in Rye effective September 17, 1959, by the State states that "the same shall be maintained for recreation and other public uses";

WHEREAS, pursuant to Chapter 328, Laws of 1967, the University of New Hampshire (the "UNH") was authorized to engage in planning with the division of parks for its development for the purposes of education and research to its full potential for recreational, natural, scenic and historic values and the General Court authorized with certain conditions a portion of the property to be used for educational and research purposes related to marine science and technology by UNH, including by arrangement with individual, public, or private institutions engaged in marine-oriented research;

WHEREAS, in 1987, upon the recommendation of the 1986 Management Plan for Odiorne Point State Park prepared by The Thoresen Group, the State entered into a Memorandum of Understanding with the UNH, the Audubon Society of New Hampshire (the "ASNH"), and the Friends of Odiorne Point, Inc. (the "Friends") so as to provide written agreement among the parties for a cooperative educational and interpretive program housed in the Russell B. Tobey Visitors' Center, now known as the Seacoast Science Center (the "Science Center");

WHEREAS, following the ASNH's notice of termination for management of the Science Center and with Governor and Executive Council approval on November 27, 2001, the Seacoast Science Center, Inc. (the "SSC") entered into contract with the State to manage the Science Center;

WHEREAS, pursuant to Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002, "the center operator, with the approval of the division of parks and recreation, shall establish the amount and allocation of the admission fees" and a "portion of the revenue generated shall be used to support programs at the Seacoast Science Center and any directly associated costs" and a "portion of the revenue may also be divided between the Center operator, the department of resources and economic development for the maintenance of the Center's building, and the state park fund under RSA 216-A:3-i";

WHEREAS, pursuant to RSA 216-A:1, the mission of the State's Division of Parks and Recreation is to develop a comprehensive state park system that protects and preserves recreation, historic, scenic and natural areas of the state; continually provide such additional park areas and facilities; make state parks accessible to the public for recreational, educational, scientific and other uses consistent with their protection and preservation; and encourage and support tourism and related economic activities within the state;

WHEREAS, the mission of the Seacoast Science Center, Inc. includes providing "exceptional learning experiences in environmental, marine and coastal history through programs, exhibits and the rescue of marine mammals";

WHEREAS, pursuant to Chapter 264, Laws of 1995, "prior to the opening of the Seacoast Science Center, the division contributed \$50,000 per year for education at the Russell B. Tobey Visitor Center" and continued funding the Center at \$50,000 in 1992 which would be approximately \$86,147 in 2016 dollars;

WHEREAS, the Seacoast Science Center, Inc. has raised over 2 million dollars in NOAA funds for capital improvements and expansion of the Science Center;

WHEREAS, an appraisal report completed by the NH Department of Revenue dated May 12, 2014 established the annual market rent for use of the Premises to between \$91,200 and \$212,800 per year;

WHEREAS, the Seacoast Science Center, Inc. has been granted authorization by the National Marine Fisheries Service to lead New Hampshire's marine mammal rescue effort, effective January 1, 2014; and the Seacoast Science Center's Marine Mammal Rescue Team responds to stranded, injured and diseased seals, whales, porpoises, and dolphins in the New Hampshire coastal region, such response benefiting the State and its citizens;

WHEREAS, Odiorne Point State Park is a grant-assisted property under the federal Land and Water Conservation Fund program (the "LWCF") project numbers 33-00038, 33-00153, 33-00243, 33-00406, 33-00581, and 33-00628, and carries certain covenants under Section 6(f) of the Land and Water Conservation Fund Act of 1965 for the preservation of public outdoor recreation;

WHEREAS, the intent and scope of the LWCF project number 33-00243 was for the conversion of the former park manager's residence to a visitor/interpretive center serving the park's needs for visitor-orientation and nature-interpretation; and for the utilization of the former park manger's residence as a means to which to introduce visitors to what the park has to offer and to encourage each visitor to utilize the park's nature trails; and emphasized to not utilize the former park manager's residence building as an indoor recreation facility in itself, but rather as a visitor/interpretive center serving the park's needs for visitor orientation and nature-interpretation;

WHEREAS, Odiorne Point State Park has historic and cultural features and resources for which the State endeavors to protect and conserve pursuant to RSA 227-C:9 and RSA 216-A:1;

WHEREAS, the State recognizes that the character of Odiorne Point State Park is defined by its proximity to the ocean and values the opportunity that visitors have to connect with both the ocean and the Park's land features.

WHEREAS, the State wishes to have certain services provided to enhance the recreational experiences and educational opportunities at Odiorne Point State Park and the Seacoast Science Center, Inc. wishes to provide those services on behalf of the State;

NOW THEREFORE, the State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation (the "State"), and the Seacoast Science Center, Inc. (the "Center Operator"), at 570 Ocean Boulevard, Rye, NH 03870, agree to the following terms of this contract (the "Contract") for the purpose of providing public services and facility management at the Science Center (the "Science Center") at Odiorne Point State Park (the "Park") in Rye, New Hampshire.

- 1. TERM OF CONTRACT.** The term of this Contract shall be for a period of ten (10) years commencing upon Governor and Council approval, unless sooner terminated as provided herein. One (1) year prior to the end of the term, the Center Operator shall notify the State of its intent to enter into a new Contract, upon which the parties shall enter into negotiation for a new Contract however this shall not create any obligation on the State or Seacoast Science Center, Inc. to enter into a new contract.
- 2. CENTER PREMISES.** The State hereby authorizes the Center Operator to manage the following premises ("Center Premises") on behalf of the State subject to the terms and conditions hereinafter set forth.

The Science Center and walkway, so-called and identified in the State's Fixed Assets Resource Management System (FARMS) as building "ODN01," also known as the Sugden House, located in Odiorne Point State Park (the "Park"), Town of Rye, County of Rockingham, State of New Hampshire, with the right to occupy and maintain said building; and a portion of the state park grounds to include the Science Center parking lot and driveway abutting the Science Center to the northwest, the gazebo identified as structure "ODN02" and the Science Center outdoor function

WHEREAS, the Seacoast Science Center, Inc. has raised over 2 million dollars in NOAA funds for capital improvements and expansion of the Science Center;

WHEREAS, an appraisal report completed by the NH Department of Revenue dated May 12, 2014 established the annual market rent for use of the Premises to between \$91,200 and \$212,800 per year;

WHEREAS, the Seacoast Science Center, Inc. has been granted authorization by the National Marine Fisheries Service to lead New Hampshire's marine mammal rescue effort, effective January 1, 2014; and the Seacoast Science Center's Marine ~~Mammal~~ **Rescue** Team responds to stranded, injured and diseased seals, whales, porpoises, and dolphins in the New Hampshire coastal region, such response benefiting the State and its citizens;

WHEREAS, Odiorne Point State Park is a grant-assisted property under the federal Land and Water Conservation Fund program (the "LWCF") project numbers 33-00038, 33-00153, 33-00243, 33-00406, 33-00581, and 33-00628, and carries certain covenants under Section 6(f) of the Land and Water Conservation Fund Act of 1965 for the preservation of public outdoor recreation;

WHEREAS, the intent and scope of the LWCF project number 33-00243 was for the conversion of the former park manager's residence to a visitor/interpretive center serving the park's needs for visitor-orientation and nature-interpretation; and for the utilization of the former park manger's residence as a means to which to introduce visitors to what the park has to offer and to encourage each visitor to utilize the park's nature trails; and emphasized to not utilize the former park manager's residence building as an indoor recreation facility in itself, but rather as a visitor/interpretive center serving the park's needs for visitor orientation and nature-interpretation;

WHEREAS, Odiorne Point State Park has historic and cultural features and resources for which the State endeavors to protect and conserve pursuant to RSA 227-C:9 and RSA 216-A:1;

WHEREAS, the State recognizes that the character of Odiorne Point State Park is defined by its proximity to the ocean and values the opportunity that visitors have to connect with both the ocean and the Park's land features.

WHEREAS, the State wishes to have certain services provided to enhance the recreational experiences and educational opportunities at Odiorne Point State Park and the Seacoast Science Center, Inc. wishes to provide those services on behalf of the State;

NOW THEREFORE, the State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation (the "State"), and the Seacoast Science Center, Inc. (the "Center Operator"), at 570 Ocean Boulevard, Rye, NH 03870, agree to the following terms of this contract (the "Contract") for the purpose of providing public services and facility management at the Science Center (the "Science Center") at Odiorne Point State Park (the "Park") in Rye, New Hampshire.

1. **TERM OF CONTRACT.** The term of this Contract shall be for a period of ten (10) years commencing upon Governor and Council approval, unless sooner terminated as provided herein. One (1) year prior to the end of the term, the Center Operator shall notify the State of its intent to enter into a new Contract, upon which the parties shall enter into negotiation for a new Contract however this shall not create any obligation on the State or Seacoast Science Center, Inc. to enter into a new contract.
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area abutting the Science Center to the northeast, and associated building utilities including the two (2) propane tanks located next to the Science Center parking lot to the northwest, the HVAC located next to the Science Center building to the west, the generator located within the science center parking lot, one (1) storage shed not currently used by the State located near the propane tanks, and one (1) storage shed located next to the HVAC facility, all delineated as "Center Premises" in Exhibit A, together with the right to access the Center Premises over the Park in order carry out the terms of this Contract.

Rights to the management of the Center Premises shall include all of the real property and contents therein, including the exhibits, electronics, fixtures, furnishings, and equipment.

No other authorization is given for the use of the Odiorne State Park (the "Park") unless specifically granted herein or as otherwise provided for in an Annual Operating Plan ("AOP").

3. SCOPE OF SERVICES. The Center Operator shall provide the following services at the Center Premises:

- a) Provide to the visiting public, year-round interpretive facilities and exhibits featuring the ocean and marine environment, and the natural, historic and cultural features of the Park.
- b) Provide a range of general interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis.
- c) Promote the Science Center and Odiorne Point State Park.
- d) Provide administrative services for the operation of the Center Premises, including maintenance and security.
- e) Serve as a point of contact and referral for the public using the Park.
- f) Generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

4. SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES

a) Onsite educational and interpretive services.

i. *Interpretive facilities and exhibits.* The Center Operator shall provide within the Science Center interpretive facilities and exhibits covering the ocean, marine and Park environments, including all technical services incident to the proper operation of interpretive facilities and exhibits.

a. The Center Operator shall be responsible for the costs of furnishing the Center Premises with new and changing exhibits directly related to its educational and interpretive programs. The Center Operator shall have the responsibility for the maintenance, operation, content and quality of the exhibits, including back-up systems for the exhibits.

b. The Center Operator shall, at the State's request, display within the Center Premises certain exhibits acquired by the State, provided that such exhibits are consistent with the mission of DRED and the Science Center agreed to by the parties. The State shall reimburse the Center Operator for the reasonable costs and expenses incurred by the Center Operator in constructing, installing and displaying such exhibits, if applicable.

c. The Center Operator shall operate the Science Center year-round and hold such hours of operations as approved by the State in the AOP.

- ii. *Environmentally-based educational programs.* The Center Operator shall provide a range of general interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis. Programs may include but are not limited to school and bus programs, day-camps, drop-in and group programs, onsite and field programs, outreach programs, and distance learning.
 - iii. *Park interpretive programs.* The Center Operator shall provide educational and interpretive programs covering the natural and historic attributes of the Park that support the outdoor recreational use of the Park. Programs may include but are not limited to Park walks and talks, naturalists- and scientist-lead programs, lectures and presentations. At a minimum, the Center Operator shall provide outdoor interpretive staff or volunteer guided programming to visitors to the Park at no cost on a regular basis throughout the year in accordance with the AOP. The Center Operator shall accommodate any additional requests for specific programming sought by the State with the approval of the Center Operator's board of directors, whose approval shall not be unreasonably withheld.
- b) *Marketing & promotional services.* The Center Operator shall conduct marketing and promotional services to promote the Science Center and the Park, and shall recognize the relationship between the State and Center Operator, in accordance with the AOP. The Center Operator shall ensure that its websites, social media accounts as practicable, uniforms, and marketing materials promote the State and fully recognize the relationship between the State and the Center Operator.
- c) *Administrative services for Center operations.* The Center Operator shall provide administrative services for the operation of the Center Premises, including all technical services incident to the proper operation of interpretive facilities and exhibits.
- i. *Custodial.* The Center Operator shall assume all custodial and janitorial responsibilities, including costs of equipment and supplies for the Center Premises. Custodial care shall have the objective of maintaining the facilities in good, tenable condition. The Center Operator shall reimburse the State for any materials and supplies purchased under state contract by the Center Operator.
 - ii. *Security.* The Center Operator staff shall respond to all security system alarms and provide security for the Center Premises use and those portions of the Park outside the Center Premises that Center Operator is using. Excepting the cost of services for the alarm system, the Center Operator shall cover the Center Premises and pay for charges associated with police and fire, and provide security within the Center Premises. The Center Operator shall lock the Park entrance gates following use of the Park after park operating hours by the Center Operator.

The Center Operator shall be responsible for all police and other emergency services charges associated with Center Operator's events held at the Park.
 - iii. *Communications.* The Center Operator shall be responsible for the costs of any and all necessary telephone, internet, cable, or communications services within the Science Center. Failure by Center Operator to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this Contract. To the extent that utility usage cannot be separated and billed directly to Center Operator, the parties shall apportion the utility costs in accordance with the payment schedule of the AOP.
 - iv. *Point of Contact.* The Center Operator shall serve as a point of contact for visitors to the Park and the State as described in the AOP. All requests for any use of the Park that would require a Special Use Permit or other permission or agreement shall be referred to the State.
 - v. *Routine maintenance and repairs.* The Center Operator shall be responsible for routine and preventive facility maintenance and repairs, including maintaining minor plumbing and electrical repairs or modifications to the Center Premises. The Center Operator shall be responsible for the costs associated with routine maintenance and repairs, provided that the cost of any individual repair does

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The Center Operator shall be responsible for all police and other emergency services charges associated with Center Operator's events held at the Park.
 - iii. *Communications.* The Center Operator shall be responsible for the costs of any and all necessary telephone, internet, cable, or communications services within the Science Center. Failure by Center Operator to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this Contract. To the extent that utility usage cannot be separated and billed directly to Center Operator, the parties shall apportion the utility costs in accordance with the payment schedule of the AOP.
 - iv. *Point of Contact.* The Center Operator shall serve as a point of contact for visitors to the Park and the State as described in the AOP. All requests for any use of the Park that would require a Special Use Permit or other permission or agreement shall be referred to the State.
 - v. *Routine maintenance and repairs.* The Center Operator shall be responsible for routine and preventive facility maintenance and repairs, including maintaining minor plumbing and electrical repairs or modifications to the Center Premises. The Center Operator shall be responsible for the costs associated with routine maintenance and repairs, provided that the cost of any individual repair does

not exceed a cap of five hundred dollars (\$500.00) per occurrence. Any maintenance or repair which exceeds this cap shall be deemed a major maintenance, repair or improvement. The Center Operator shall be responsible for all maintenance and repairs to property owned by the Center Operator.

- vi. *Emergency Repairs.* The State shall reimburse the Center Operator for emergency repairs greater than \$500 provided that the repairs are approved in advance by the State. This shall not prohibit the Center Operator from spending greater than \$500 however the State shall not be obligated to reimburse the Center Operator unless the repairs are approved in advance by the State.
- vii. *Energy Conservation.* The Center Operator shall operate the facility using generally accepted practices, including any State operating policies, to conserve heat, electricity and water including turning off lights when not in use and maintaining the building temperature at an appropriate level.
- viii. *Snow removal.* Except for the State provided services under section 5(e), the Center Operator shall provide for all snow related maintenance, including, but not limited to timely and consistent ice and snow removal from all steps, walkways, doorways, sidewalks within the Center Premises, including providing sanding and/or salt application as needed. The Center Operator and the State shall coordinate snow removal from the Center Premises roofs in the event of significant snow events.
- ix. *Fixtures and improvements.* Any improvements or fixtures owned and installed by the Center Operator which are affixed to the real estate by nails, screws, or some other detachable means may be removed upon the termination of this Contract, provided all damage or defacement of the premises caused by such removal is repaired by the Center Operator to the satisfaction of the State. Any improvements or fixtures not so removable, or which are not removed prior to the termination of this Contract, shall become the property of the State at no additional cost to the State.

5. STATE PROVIDED SERVICES.

- a) Professional services. The State may provide engineering, architectural and maintenance consulting services through the Design, Development and Maintenance section of the Department of Resources and Economic Development, at its discretion, as staffing resources and budgets allow.
- b) Grounds-keeping. The State shall provide for mowing and grounds-keeping services within the Center Premises.
- c) Utilities and Services. The State shall be responsible for the costs of the following utilities necessary for the normal operation of the Center Premises: propane to heat hot water and the building, electric provider bills, city water bills, and septic pumping.
- d) Major maintenance, repairs and improvements. The State shall be responsible for the cost of major maintenance, repair to the existing facility including, but not limited to septic sewage systems; utility, security and alarm systems; facility exteriors, roofing, and structural and related mechanical systems.
- e) Snow removal. The State shall provide for timely and consistent ice and snow plowing and/or removal from all driveway entrances and parking lots, including accessible parking spaces and their access aisles, including providing sanding and/or salt application as needed.
- f) Promote the Science Center and the Park. In consultation with the Center Operator the State, at its discretion, shall conduct marketing and promotional services to promote the Science Center and the Park, and shall ensure that its websites, marketing materials, and social media accounts as practicable, promote the Science Center and fully recognize the relationship between the Division of Parks and the Center Operator.

g) Security. The State shall pay for the services of the alarm system covering the Center Premises.

6. **REVENUE GENERATION**. The Center Operator shall generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

a) Revenue, including revenue from activities that occur off-site.

- i. *Admission fees*. Pursuant to Ch. 71, Laws of 2002, all admission fees shall be approved by the State and used to support programs at the Science Center. Admission fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of Admission fees.
- ii. *Educational and interpretive program fees*. Educational and interpretive program fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of educational and interpretive program fees.
- iii. *Retail sales*. The Center Operator shall be permitted to operate a retail store within the Science Center for the purpose of selling educational materials and related museum shop-type goods. The Center Operator shall retain 100% of retail store sales. Sales revenues shall be reported to the State through the Center Operator's annual financial reports. Food service and sale of food and beverage items is not permitted unless in conjunction with or by permission of the State.
- iv. *Membership Fees*. Members of the Seacoast Science Center, Inc., with proper membership identification, shall be granted free day-use admission to the Park by the State in accordance with the AOP. The Center Operator shall recognize the State as a supporting partner in its membership promotions and materials as described in the AOP. The Center Operator shall retain 100% of membership fees. Membership fees shall be reported to the State through the Center Operator's annual financial reports.
- v. *Fundraising*. Fundraising events are defined as events where the purpose is to provide direct financial support for the Center Operator without expectation of any return benefit to the donor.
 - a. *Within the Center Premises*. Events entirely within the Center Premises shall be held at the discretion of the Center Operator providing they are appropriate for a State Park and are reported annually. The Center Operator shall retain 100% of fundraising revenue within the Center Premises.
 - b. *Within the Park*. Events that are outside of the Center Premises and in the Park or that are within the Center Premises but have a material impact on the Park shall require a Special Use Permit or be described and approved in an AOP. Notwithstanding the conditions under Park-based revenue below, the Center Operator shall retain 100% of fundraising revenue for the "Music-by-the-Sea Concert Series and the "Rescue Run."
- vi. *Donations*. The Center Operator shall retain 100% of donation and sponsorship revenues. Sponsors and sponsorship signage shall be appropriate for a State Park.
- vii. *Grants*. Grants received by the Center Operator shall be approved by the State through the AOP or may be accepted provided they are inside the scope of services, supporting the activities in an approved AOP and are consistent with Land and Water Conservation Fund restrictions and the purposes of the Park System. The Center Operator shall retain 100% of grant revenues unless otherwise provided for in the grant.

g) Security. The State shall pay for the services of the alarm system covering the Center Premises.

6. **REVENUE GENERATION.** The Center Operator shall generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

a) Revenue, including revenue from activities that occur off-site.

i. *Admission fees.* Pursuant to Ch. 71, Laws of 2002, all admission fees shall be approved by the State and used to support programs at the Science Center. Admission fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of Admission fees.

ii. *Educational and interpretive program fees.* Educational and interpretive program fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of educational and interpretive program fees.

iii. *Retail sales.* The Center Operator shall be permitted to operate a retail store within the Science Center for the purpose of selling educational materials and related museum shop-type goods. The Center Operator shall retain 100% of retail store sales. Sales revenues shall be reported to the State through the Center Operator's annual financial reports. Food service and sale of food and beverage items is not permitted unless in conjunction with or by permission of the State.

iv. *Membership Fees.* Members of the Seacoast Science Center, Inc., with proper membership identification, shall be granted free day-use admission to the Park by the State in accordance with the AOP. The Center Operator shall recognize the State as a supporting partner in its membership promotions and materials as described in the AOP. The Center Operator shall retain 100% of membership fees. Membership fees shall be reported to the State through the Center Operator's annual financial reports.

v. *Fundraising.* Fundraising events are defined as events where the purpose is to provide direct financial support for the Center Operator without expectation of any return benefit to the donor.

a. *Within the Center Premises.* Events entirely within the Center Premises shall be held at the discretion of the Center Operator providing they are appropriate for a State Park and are reported annually. The Center Operator shall retain 100% of fundraising revenue within the Center Premises.

b. *Within the Park.* Events that are outside of the Center Premises and in the Park or that are within the Center Premises but have a material impact on the Park shall require a Special Use Permit or be described and approved in an AOP. Notwithstanding the conditions under Park-based revenue below, the Center Operator shall retain 100% of fundraising revenue for the "Music-by-the-Sea Concert Series and the "Rescue Run."

vi. *Donations.* The Center Operator shall retain 100% of donation and sponsorship revenues. Sponsors and sponsorship signage shall be appropriate for a State Park.

vii. *Grants.* Grants received by the Center Operator shall be approved by the State through the AOP or may be accepted provided they are inside the scope of services, supporting the activities in an approved AOP and are consistent with Land and Water Conservation Fund restrictions and the purposes of the Park System. The Center Operator shall retain 100% of grant revenues unless otherwise provided for in the grant.

- viii. *Event and Facility Rentals.* The Center Operator shall be permitted to generate revenue by providing facility rentals within the Center Premises for non-educational-based or non-interpretive-based programs and activities, including meeting, conference space and outdoor space rentals, for events and activities, such as but not limited to business meetings and events, concerts, weddings, private parties and events. Allocation of revenue between the State and the Center Operator shall be in accordance with the State-approved AOP. Should the parties not come to agreement for the allocation of revenue between the State and the Center Operator, the Center Operator shall pay the State 5% of gross revenue or a per person equivalent from event and facility rentals. The Center Operator and the State shall work together to minimize conflicts between events held by the Center operator on the Premises with events held by the State in the Park.
- ix. *Other revenue.* Revenue generated from non-educational-based or non-interpretive-based programs and activities outside the Center Premises and in the Park, including but not limited to events, activities, and tours shall be in accordance with the State-approved AOP or a Special Use Permit. Allocation of revenue between the State and the Center Operator shall be in accordance with the State-approved AOP or Special Use Permit.
- b) Collection of Park fees. The Center Operator may collect Park day-use admission fees or other entrance fees to the Park on behalf of the State in accordance with the State-approved AOP. The State shall retain 100% of Park fees collected by the Center Operator on behalf of the State.
- c) Fees charged by the State. The State reserves its right to charge day-use admission fees or other entrance fees or parking fees to the Park, for use or admission unrelated to the Science Center or for anything not approved under the AOP or an SUP or as otherwise specifically provided herein.

7. PAYMENTS TO STATE.

- a) Payment schedule. All payments due to the State shall be made without demand biannually by November 15 and May 15. Any bills issued by the State or reimbursement owed the State shall be paid promptly.
- b) Late payments. Payments made after 30 days from the date due shall incur a 2% late fee on the balance due.
- c) Reporting. The Center Operator shall provide a certified copy of its annual Financial Statement, including a detailed statement of profit and loss, and Auditor's Report, within one hundred and eighty (180) days after the close of its fiscal year without demand. The report shall specifically provide the gross amounts of Center Operator revenues, fees and expenses. Revenue information shall include sales, or other charges collected by the Center Operator for the services performed or material sold, and shall be categorized by all its sources of income, including but not limited to admission fees, educational and programs and activities, retail sales, membership, fundraising, events and facility rentals, non-educational programs and activities, park-based programs and activities, and any other revenue. Cost information shall be categorized by all its sources of expenses including, but not be limited to, salaries, benefits, taxes, equipment, depreciation, insurance, advertising, supplies, travel, telephone/internet, repairs, maintenance, contracted services, printing, postage, dues and subscriptions and any other expenses.
- d) Audits. The State shall have authority to audit at its expense the Center Operator's books and records in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made at such times as the State may deem necessary to protect the State's interests. The Center Operator shall have the right to be present during any such audit, and shall timely receive copies of all documents relating to the audit.

8. ANNUAL OPERATING PLAN (“AOP”)

- a) AOP Schedule. The Center Operator, shall submit to the State an annual written operating plan and report (“Annual Operating Plan”), that shall outline the Center Operator’s proposed activities and operations on the Center Premises and within the Park for the coming year, and shall summarize the Center Operator’s accomplishments over the previous year. All activities of the Center Operator shall be contained in the AOP. No other activities shall be conducted by the Center Operator that is not covered by the State-approved AOP, unless granted through an approved amendment to the AOP, by a State-approved Special Use Permit or other agreement. The Center Operator may submit proposed amendments to the AOP.
- b) AOP schedule. The initial, State-approved Annual Operating Plan shall be due upon full execution of this Contract, and each subsequent Annual Operating Plan shall be due each December 1st, thereafter. The Annual Operating Plan shall include, but is not limited to the components outlined below.
- c) State approval. The State shall review the AOP or proposed amendment and shall, within thirty (30) days, either approve the plan, portions of the plan, or proposed amendment or request revision and resubmission of the AOP for the purpose of enabling the Center Operator to address specific comments or objections made by the State, to the satisfaction of the State. The revised AOP shall be due to the State within thirty (30) days following the State’s request for revision. The State reserves the right to reject any part of a proposed scope of work, but shall provide the basis of its decision in writing. Both the State and the Center Operator shall work in good faith to meet said deadlines and both parties may request extensions of their respective deadlines.

Operating beyond the content, scope or elements of a State-approved AOP shall be considered a material breach of this Contract and shall trigger the default provisions set forth in this Contract. If the State and Center Operator cannot agree on a new State-approved AOP, then the previous AOP shall remain in full force and effect.

- d) Components of the AOP. The AOP shall provide sufficient detail to enable the State to understand that the Scope of Services are being provided, the impact to the Park by the Center Operator’s operations, and that the Center Operator’s programs are consistent with LWCF requirements.
 - i. *Educational & Interpretive Services*. List and provide a synopsis of all proposed programs and activities, including but not limited to:
 - a. Days and hours of operation.
 - b. Interpretive facilities and exhibits. Any major changes to the exhibits, and additions to exhibits, within the Science Center, located upon the Center Premises and to be provided within the Park.
 - c. Environmentally-based educational programs. General interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis. Programs may include but are not limited to school and bus programs, day-camps, drop-in and group programs, onsite and field programs, outreach programs, and distance learning.
 - d. Park interpretive programs. Educational and interpretive programs including specifically addressing the natural, cultural, and historic features of the Park. Description and schedule of free outdoor staff guided programming in the Park.
 - e. Whether the program or activity is offered onsite within the Center Premises, includes the use of the Park or portions of the Park, or is offsite.

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 - e. Whether the program or activity is offered onsite within the Center Premises, includes the use of the Park or portions of the Park, or is offsite.

ii. *Marketing & Promotional Services.* List and describe how the relationship between the Center Operator and the Park is fully recognized in all public communication, membership, marketing and promotional materials and describe additional initiatives that promote the Science Center and the Park.

iii. *Administrative Services for Center Operations.*

- a. Routine maintenance and repairs, improvements, additions, or reconfiguration of Center Premises that materially alter the Center Premises and therefore, require approval from the State.
- b. Utility cost. Payment schedule for apportionment of any shared utility costs.
- c. Park Fees. The method of collection of Parks entrance and day use fees on behalf of the State by the type of visitor and use.
- d. Point of Contact. Process and information provided as a point of contact for the Park.

iv. *Revenue Generation.*

a. Admission Fees.

- (i) Proposed admission fees for approval by the State.
- (ii) Major fundraising events held within the Center Premises.
- (iii) A description of free access to the Park provided through Center Operator membership.

b. Event and facility rentals. The general nature and schedule of the events and facility rentals and the allocation of revenue between the State and the Center Operator.

- (i) The Center Operator shall require that the renter obtain and hold general liability insurance to cover the special event.
- (ii) The Center Operator shall comply with all federal, state, and town ordinance, as applicable for all special events and activities.

c. Other revenue initiatives, including:

- (i) Non-education- and interpretive-based programs and activities offered within the Center Premises and the proposed allocation of revenue between the State and the Center Operator.
- (ii) Grants being applied for including a list, description and budget for grant initiatives.
- (iii) Use of donations made to the Center Operator for use in the Park.
- (iv) State approved food and beverage service.

v. *Other Programs, Activities, and Revenue Initiatives Not Otherwise Covered,* including the proposed allocation of revenue between the State and the Center Operator.

vi. *Other Uses which Require State Approval, Permission or Permits,* such as but not limited to:

- a. All signs, whether permanent or temporary and including but not limited to sponsorship and fundraising banners, posted outside the Center Premises and within the Park. Additional access to or use of Park lands and facilities, including requests for the temporary restriction or closure of Park lands and facilities to the general public.
 - b. Use of Off Highway Recreational Vehicles.
 - c. Any requests for State-provided professional services.
- vii. *Previous Year Summary Report.* Sufficient detail to enable the State to understand that the Scope of Services were being provided and the AOP was implemented.

9. CENTER OPERATOR PERSONNEL.

- a) Qualified personnel. The Center Operator shall at its own expense provide all personnel necessary to perform the contracted services. The Center Operator warrants that all personnel engaged in the contracted services shall be qualified to perform the contracted services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- b) Uniforms. The Center Operator shall have a uniform policy for all employees and volunteers that are visible to or in direct contact with the public. Such employees and volunteers of the Center Operator, while working on the Center Premises and within the Park, shall be dressed consistent with the Center Operator's uniform policy. The uniform policy shall require the display of the State Parks logo. The logo, its size, placement, and the manner in which it is displayed shall be approved by the State.
- c) Compliance with laws and regulations/equal employment opportunity.
 - i. In connection with the performance of the Services, the Center Operator shall comply with all statutes, laws, regulations, agency administrative rules and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Center Operator, including, but not limited to, civil rights and equal opportunity laws. In addition, the Center Operator shall comply with all applicable copyright laws.
 - ii. During the term of this Contract, the Center Operator shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
 - iii. If this Contract is funded in any part by monies of the United States, the Center Operator shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Center Operator further agrees to permit the State or United States access to any of the Center Operator's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Contract.

10. MEETINGS AND BOARD MEMBERSHIP

- a) The Center Operator shall meet at least semi-annually with the Director of the Division of Parks and Recreation and the Division's Seacoast Region Supervisor to review the implementation of the State-approved AOP.
- b) The Director, or designee, shall be a non-voting ex officio member to the Board of Directors invited to all meetings and receiving all full board communications. The Director shall not be entitled to participate in executive sessions.

- a. All signs, whether permanent or temporary and including but not limited to sponsorship and fundraising banners, posted outside the Center Premises and within the Park. Additional access to or use of Park lands and facilities, including requests for the temporary restriction or closure of Park lands and facilities to the general public.
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- b) The Director, or designee, shall be a non-voting ex officio member to the Board of Directors invited to all meetings and receiving all full board communications. The Director shall not be entitled to participate in executive sessions.

11. **SIGNS.** All signs shall be posted in accordance with state law and local ordinances. Signs located within the Park, but not within the Center Premises area as designated by Exhibit "A", shall have the advance approval of the State.

12. **SPECIAL USE PERMITS.**

a) Pursuant to Res 7400, Special Use Permits ("SUP") are required to grant the Center Operator permission to hold special events at or reserve additional facilities or areas of the Park not specifically granted to the Center Operator herein or within a State approved AOP. The Center Operator shall apply for a Special Use Permit from the Park Manager in accordance with the applicable administrative rules and park permitting policies, and all customary permitting and associated fees shall apply. The Center Operator's special events and all related activities shall not adversely impact the use of the Park by the general public, as determined by the State. Failure to obtain a Special Use Permit consistent with this provision shall constitute a breach of this Contract and may trigger the default provisions of this Contract.

b) No commercial activities or special events, or granting rights to third-parties for such activities or special events, shall occur within the Center Premises or at the Park, except as is specifically provided in this Contract or as approved by the AOP, or by separate Special Use Permit from the State.

13. **INSURANCE.** It is agreed that during the term of this Contract, the Center Operator at its sole cost and expense and for mutual benefit of the Center Operator and the State shall carry and maintain the following types of insurance in the amounts specified.

a) Worker's compensation insurance covering the employees of Center Operator from loss or damage because of liability under the Worker's Compensation Act in amounts as required by law.

b) Comprehensive general liability insurance against all claims for injury to or death of persons, or damage to property occurring on (or which may be claimed to have occurred on) in, or about the Center Premises and the Park, such insurance to afford minimum protection during the term of the contract, in limits of not less than \$1,000,000 in respect of bodily injury or death to any one person in any one accident; and \$2,000,000 in respect of bodily injury or death to one or more person and of not less the \$1,500,000 for property damage, which insurance shall be extended to cover the State of New Hampshire in respect to the foregoing indemnification.

c) Exhibit and contents insurance covering the replacement value of the exhibits and contents within the Center Premises that are owned by or entrusted to Center Operator.

d) Insurance terms. All insurance provided for in this Contract shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire. On the date of execution of this Contract and thereafter not less than fifteen (15) days prior to the expiration dates of policies purchased pursuant to this section originals or copies of all relevant insurance certificates shall be delivered by the Center Operator to the State. The comprehensive public liability policy of insurance provided for herein shall name the State and the Center Operator as parties insured as their respective interests may appear. The Center Operator agrees to maintain insurance as herein provided in full force and effect for the duration of occupancy and will seek an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to the State.

14. **TAXES.** The Center Operator shall be responsible for, and pay for, any taxes and other assessment(s) applicable to the Center Premises. Specifically, the Center Operator agrees to hold the State harmless with respect to and agrees to pay in addition to other payments provided herein, the full amount of taxes levied against the Center Premises subject to this Contract as a consequence of the application of RSA 72:23.1, which provides for taxation of certain State properties used or occupied by persons or entities other than the State. In the event the Center Operator shares a larger parcel of land with other lessees or other

concessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Center Operator to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Contract by the State. Should the Center Operator claim that its real estate and personal property are exempt from taxation by reason of the provision of RSA 72:23,V, the provisions of this section shall not be construed to waive any such claim.

15. **RIGHT TO INSPECT.** The Center Operator shall allow the State, or such persons as may be designated, access to the premises at all reasonable hours, with reasonable notice, for the purpose of examining and inspecting said Center Premises, or making necessary building repairs, or for any other purpose not unduly affecting the Center Operator's operation. Notice is not required in the case of an emergency or exigent circumstance requiring the need to pass over said Center Premises without the opportunity to provide notice.

16. **PROPERTY RESTRICTIONS.**

- a) The Center Premises and the Park are restricted by covenants under Section 6(f) of the Land and Water Conservation Fund Act and Section 106 of the National Historic Preservation Act. Certain uses of the Park, including alterations, improvements, and expansion to the premises may be restricted under these covenants and shall therefore require review and approval procedures provided in Federal Sections 6(f) and 106 regulatory review herein. The Center Operator shall be solely responsible for any actions taken without prior approval of the State that violate the restricted covenants under Section 6(f) and Section 106.
- b) The Center Premises are contracted to the Center Operator in "as is" condition. The State shall not be required, responsible, nor obliged to provide any improvements, upgrades, or alterations to the Center Premises or the Park prior to or during the term of this Contract for the benefit of the Center Operator.
- c) Notwithstanding any provision of this Contract to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds becomes available.
- d) The Center Operator shall not make any material modifications to the Center Premises without advance approval of the State.
- e) The Center Operator shall not take any actions that encumber the Premises or Park, create obligations on behalf of the State, or otherwise restrict actions of the State without written permission from the State.

17. **DEFAULT.**

- a) If the Center Operator fails to perform its obligations as provided in section 4 of this Contract, the State shall give the Center Operator written notice of such failure. If within ten (10) calendar days after such notice is given to the Center Operator no steps to remedy the condition(s) specified have been initiated, the State may, at their option, and in addition to other rights and remedies of State provided hereunder, contract to have such condition(s) repaired, and the Center Operator shall be liable for any and all expenses incurred by the State resulting from the Center Operator's failure. The State shall submit documentation of the expenses incurred to the Center Operator, who shall reimburse the State within thirty (30) days of receipt of said documentation of work.
- b) Any one or more of the following acts or omissions of the Center Operator shall constitute an event of default hereunder ("Event of Default"):
 - i. failure to perform the Scope of Services in accordance with this Contract; failure to submit any report or payment required herein; and/or

cessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Center Operator to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Contract by the State. Should the Center Operator claim that its real estate and personal property are exempt from taxation by reason of the provision of RSA 72:23,V, the provisions of this section shall not be construed to waive any such claim.

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 - i. failure to perform the Scope of Services in accordance with this Contract; failure to submit any report or payment required herein; and/or

- ii. failure to perform any other covenant, term or condition of this Contract.
- c) Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- i. give the Center Operator a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Contract, effective two (2) days after giving the Center Operator notice of termination;
 - ii. give the Center Operator a written notice specifying the Event of Default and suspending all payments due to the Center Operator under this Contract and ordering that the portion of the payment which would otherwise accrue to the Center Operator during the period from the date of such notice until such time as the State determines that the Center Operator has cured the Event of Default shall never be paid to the Center Operator;
 - iii. set off against any other obligations the State may owe to the Center Operator any damages the State suffers by reason of any Event of Default; and/or
 - iv. treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

18. CASUALTY ADJUSTMENT.

- a) In the event the Center Premises, the Park, or any part thereof shall be destroyed by flood, fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of the Center Operator operation shall be suspended or abated until and if said premises shall have been placed in proper condition for use by the Center Operator.
- b) The Center Operator shall be held legally and financially liable for any and all damages, repairs or rehabilitation caused by its operations.
- c) The State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, war, or other casualty. The State shall not be liable to Center Operator for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said Center Premises or the Park, including but not limited to any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

19. PURCHASE AND EQUIPMENT. In the event of cancellation of the Contract by the State, it may offer to purchase equipment purchased by the Center Operator and installed on State property, subject to availability of funds, on a cost basis as submitted to the State at the time of installation less depreciation figured by straight line depreciation method from date of installation to the date of transfer to the State. The State shall have the right to assign the State's obligation to purchase to other parties for the purpose of maintaining uninterrupted service to the public. Equipment, for the purpose of this paragraph, shall not mean computers or related electronic equipment.

In the event the State elects not to purchase equipment so installed, the Center Operator shall properly and promptly remove all said equipment upon vacating the Center Premises and the Park. Center Operator shall be held legally and financially liable for any and all damages caused by and repairs or rehabilitation necessitated by its vacating the Center Premises and the Park.

20. SOVEREIGN IMMUNITY. Nothing contained herein shall be deemed to constitute a waiver of the sovereign immunity of the State.

21. **STATUTES, ORDINANCES, AND REGULATIONS.** The Center Operator and the State shall comply with the statutes and regulations of the federal and state governments and with the applicable ordinances, by-laws, and regulations of the county and municipal governments. Center Operator shall also comply with the applicable regulations of the Department of Resources and Economic Development. Center Operator shall procure all necessary licenses and permits required in connection with the operations described herein.
22. **CENTER OPERATOR'S RELATION TO STATE.** It is the intent of the parties hereto that Center Operator shall be legally considered as an independent entity and that neither party or its employees shall, under any circumstance, be considered servants or agents of the other party, and that neither party shall at any time be legally responsible for any negligence on the part of the other party, its servants or agents resulting in either personal or property damage to any individual, firm, or corporation. Neither Center Operator nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.
23. **WAIVER OF BREACH.** No waiver by either party of its right to enforce any provision hereof after any default on the part of the other party shall be deemed a waiver of its rights to enforce each and all of the provisions hereof.
24. **CONFLICT OF INTEREST.** No officer, member or employee of the Center Operator and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the services are to be performed, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of such services, shall participate in any decision relating to this contract which affects his or her personal financial interest or personal financial interests in any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal financial interest, direct, or indirect, in this Contract or the proceeds thereof, except for his or her approved salary or compensation. No member of or delegate to the Congress or, officer of, or employee of the United States of America shall be admitted to any share or part hereof or to any benefit arising here from. Center Operator shall not employ an employee of the State of New Hampshire, without State approval.
25. **ASSIGNMENT.** This Contract shall not be transferred, in whole or in part, to another party.
26. **AMENDMENTS.** Any part of this Contract may be amended at any time upon approval by both the Center Operator and the State. Such amendment shall be subject to any approvals required by law or State policy. All amendments or modifications to this Contract shall be enforceable only if in writing and signed by both parties.
27. **TERMINATION.** The Center Operator may terminate this Contract at any time by providing 90-days written notice to the State. The State may terminate this Contract for failure of Center Operator to perform, keep and observe its obligations under this Contract and the failure of the Center Operator to correct the default or breach of its obligations within a time specified by the Commissioner, by giving the Center Operator ninety (90) days written notice of termination.

28. **CONTACTS:**

Center Operator	State
	<i>Matters pertaining to the Contract</i>
Richard Samdperil Board Chairman Seacoast Science Center, Inc. 570 Ocean Blvd. Rye, NH 03870-2104 O: 603-775-7570 C: 603-494-0483	Philip A. Bryce Director Division of Parks and Recreation 172 Pembroke Rd, PO Box 1856 Concord, NH 03302-1856 O: 603-271-3556 C: 603-340-7846

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22. **CENTER OPERATOR'S RELATION TO STATE.** It is the intent of the parties hereto that Center Operator shall be legally considered as an independent entity and that neither party or its employees shall, under any circumstance, be considered servants or agents of the other party, and that neither party shall at any time be legally responsible for any negligence on the part of the other party, its servants or agents resulting in either personal or property damage to any individual, firm, or corporation. Neither Center Operator nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.
23. **WAIVER OF BREACH.** No waiver by either party of its right to enforce any provision hereof after any default on the part of the other party shall be deemed a waiver of its rights to enforce each and all of the provisions hereof.
24. **CONFLICT OF INTEREST.** No officer, member or employee of the Center Operator and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the services are to be performed, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of such services, shall participate in any decision relating to this contract which affects his or her personal financial interest or personal financial interests in any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal financial interest, direct, or indirect, in this Contract or the proceeds thereof, except for his or her approved salary or compensation. No member of or delegate to the Congress or, officer of, or employee of the United States of America shall be admitted to any share or part hereof or to any benefit arising here from. Center Operator shall not employ an employee of the State of New Hampshire, without State approval.
25. **ASSIGNMENT.** This Contract shall not be transferred, in whole or in part, to another party.
26. **AMENDMENTS.** Any part of this Contract may be amended at any time upon approval by both the Center Operator and the State. Such amendment shall be subject to any approvals required by law or State policy. All amendments or modifications to this Contract shall be enforceable only if in writing and signed by both parties.
27. **TERMINATION.** The Center Operator may terminate this Contract at any time by providing 90-days written notice to the State. The State may terminate this Contract for failure of Center Operator to perform, keep and observe its obligations under this Contract and the failure of the Center Operator to correct the default or breach of its obligations within a time specified by the Commissioner, by giving the Center Operator ninety (90) days written notice of termination.

28. **CONTACTS:**

Center Operator	State
	<i>Matters pertaining to the Contract</i>
Richard Samdperil	Philip A. Bryce
Board Chairman	Director
Seacoast Science Center, Inc.	Division of Parks and Recreation
570 Ocean Blvd.	172 Pembroke Rd, PO Box 1856
Rye, NH 03870-2104	Concord, NH 03302-1856
O: 603-775-7570	O: 603-271-3556
C: 603-494-0483	C: 603-340-7846

and
Wendy Lull
President
Seacoast Science Center, Inc.
570 Ocean Blvd.
Rye, NH 03870-2104
O: 603-436-8043
C: 603-767-2622

Matters pertaining to Onsite Operations

Wendy Lull
President
Seacoast Science Center, Inc.
570 Ocean Blvd.
Rye, NH 03870-2104
O: 603-436-8043
C: 603-767-2622

Brian Wilson
Seacoast Region Supv
505 Ocean Boulevard
Rye, NH 03870
O: 603-227-8715
C: 603-856-1821

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have set their hand the date herein named.

SEACOAST SCIENCE CENTER, INC.

Emin Wazgar 12/6/16
Witness Date

Wendy Lull 12-6-16
Wendy Lull, President Date
Duly Authorized

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 6th day of December, before me Susan Bradbury, the undersigned officer, personally appeared Wendy Lull, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Susan L. Bradbury
Notary Public

SUSAN L. BRADBURY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 5, 2021

My Commission Expires: 10/5/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Philip A. Bryce 12-6-16
Philip A. Bryce, Director Date

Jeffrey J. Rose 12/7/16
Jeffrey J. Rose, Commissioner Date

Approved as to form, substance and execution:

[Signature] Date 12/6/16
Attorney General's Office

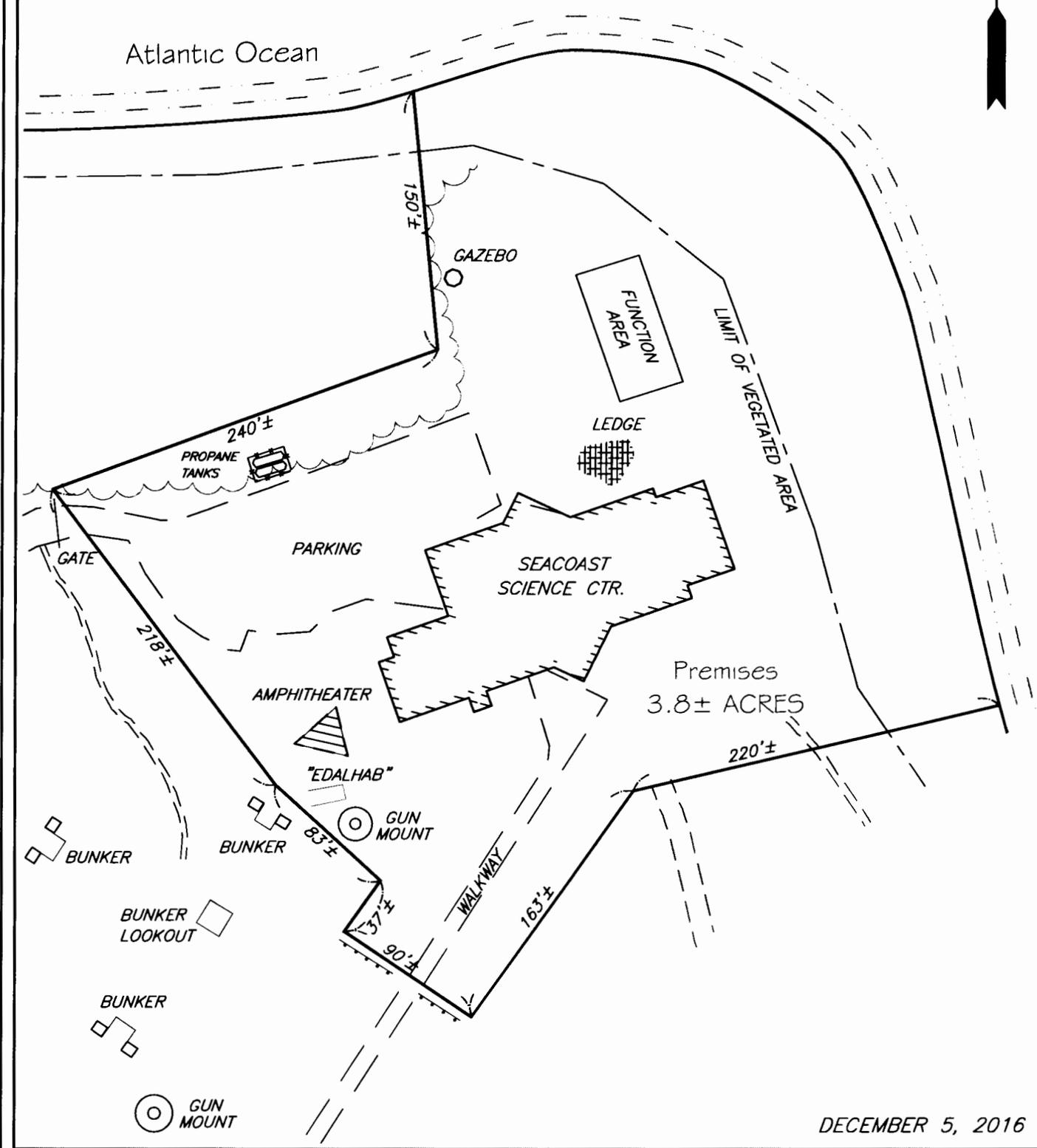
Approved by Governor and Executive Council on

_____ Item # _____
Date

PAB/ttl-120516

EXHIBIT A

CENTER PREMISES FOR MANAGEMENT CONTRACT
BETWEEN THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT AND
THE SEACOAST SCIENCE CENTER, INC.

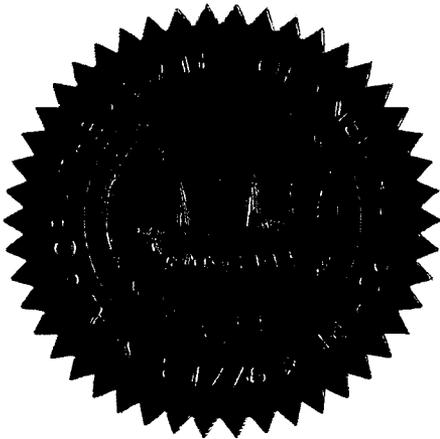


DECEMBER 5, 2016

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST SCIENCE CENTER, INC. is a New Hampshire nonprofit corporation formed May 21, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of February A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

WHEREAS, the Seacoast Science Center, Inc. desires to enter into a contract with the State of New Hampshire, Department of Resources and Economic Development, Division of Parks to allow for the continued operation of the Seacoast Science Center, Inc. at Odiorne State Park in Rye, New Hampshire;

RESOLVED, that, on November 16, 2016, the Board of Directors of the Seacoast Science Center, Inc. authorized and approved to grant authority to sign, execute, and enter into a contract with the State of New Hampshire to Wendy Lull, President of the Seacoast Science Center, Inc., and to Richard E. Samdperil, Chair of the Board of Directors of the Seacoast Science Center, Inc.

I, Pam Miller Sallet, am the duly elected and qualified Secretary of the Board of Directors of the Seacoast Science Center, Inc. and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors on November 16, 2016, that said meeting was held in accordance with state law and the Bylaws of the Seacoast Science Center, Inc., and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, this 6th day of December, 2016.

Pam Miller Sallet, Secretary
Seacoast Science Center Board of Directors

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	CONTACT NAME: Anna Gallant PHONE (A/C, No, Ext): 603 427-7534 E-MAIL ADDRESS: Anna.Gallant@peoples.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Seacoast Science Center Inc. 570 Ocean Blvd Rye, NH 03870-2104	INSURER A: Philadelphia Indemnity Insuranc		18058
	INSURER B: MEMIC Indemnity Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1422750	12/01/2015	12/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB522197	12/01/2015	12/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	3102801693	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage excludes coverage for: Voluntary Board of Directors

CERTIFICATE HOLDER The State of NH Department of Resources and Economic Development Division of Parks and Recreation 172 Pembroke Rd Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company COMMON POLICY DECLARATIONS

Policy Number: PHPK1565630

Named Insured and Mailing Address:

Seacoast Science Center, Inc.
570 Ocean Blvd
Rye, NH 03870-2104

Producer: 17723

People's United Insurance Agency, Inc.
501 Islington Street
Portsmouth, NH 03801

Policy Period From: 12/01/2016 **To:** 12/01/2017

(603)436-1555

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

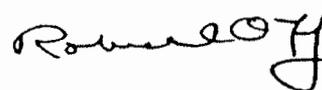
	PREMIUM
Commercial Property Coverage Part	4,419.00
Commercial General Liability Coverage Part	3,303.00
Commercial Crime Coverage Part	100.00
Commercial Inland Marine Coverage Part	1,889.00
Commercial Auto Coverage Part	4,077.00
Businessowners	
Workers Compensation	
Employee Benefits	300.00
Sexual/Physical Abuse	INCLUDED
Total	\$ 14,088.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	37.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)


Secretary


President and CEO

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1565630

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1014	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Loss Payee Schedule	0100	Loss Payee Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
PI-BELL-1 NH	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0022	0587	Effective Time Changes - Replacement of 12 Noon
IL0135	0908	New Hampshire Changes - Cancellation and Nonrenewal
IL0187	0907	New Hampshire Changes-Concealment, Misrep. or Fraud
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
IL0985	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1565630

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1014	Making Things Easier
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IL0187	0907	New Hampshire Changes-Concealment, Misrep. or Fraud
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
IL0985	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK1565630

Premis. No.	Bldg. No.	Address
0001	0001	570 Ocean Blvd Rye, NH 03870-2104

Philadelphia Indemnity Insurance Company

Loss Payee Schedule

Policy Number: PHPK1565630

Loss Payee

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

People's United Bank
122 Main St
Keene, NH 03431-3737

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

US Bank Equipment Finance
1310 Madrid St Ste 101
Marshall, MN 56258-4002

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
Canon C5235A Copier

Loss Payee

Capital A Leasing
1 Penn Plz
PO Box 6323
New York, NY 10119-0002

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Leased: Clover Mini, Clover POS FD 40- valued @ \$5,139

Loss Payee

CIT
c/o Insurance Service Center
PO Box 979220
Miami, FL 33197-9220

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Phone System

Philadelphia Indemnity Insurance Company

Loss Payee Schedule

Policy Number: PHPK1565630

Loss Payee

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

People's United Bank
122 Main St
Keene, NH 03431-3737

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

US Bank Equipment Finance
1310 Madrid St Ste 101
Marshall, MN 56258-4002

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
Canon C5235A Copier

Loss Payee

Capital A Leasing
1 Penn Plz
PO Box 6323
New York, NY 10119-0002

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Leased: Clover Mini, Clover POS FD 40- valued @ \$5,139

Loss Payee

CIT
c/o Insurance Service Center
PO Box 979220
Miami, FL 33197-9220

NH - Loc #1 - Bld #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Phone System

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1565630

Additional Insured

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

CG2011 - NH - Loc #1 - 334 (MUSEUM-NFP)

Additional Insured

People's United Insurance
850 Main St
Bridgeport, CT 06604-4917

CG2026 - General Liability
RE: Pick up of furniture donation