



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhstateparks.org

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YH

June 20, 2024

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to **retroactively** enter into a Special Use Permit (SUP) with the Millennium Running, of Bedford, New Hampshire, for the annual White Mountains Triathlon in Franconia Notch State Park, effective upon Governor and Executive Council approval for the period of June 21, 2024 through June 22, 2024.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to accept payment from Millennium Running, of Bedford, New Hampshire, in the amount of \$5,250.00, for upfront Special Use Permit (SUP) fees as well as 5% of the gross event revenue to be determined after the 2024 event, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

03-35-35-351510-37020000, State Parks Fund

FY 2025

\$5,250.00 + 5% gross event revenue

EXPLANATION

This request is **retroactive** because of administrative delays in obtaining and processing supporting documentation. The Division of Parks and Recreation (Division) issues SUP's for events that take place in State Parks. These events include but are not limited to non-profit fundraisers, triathlons, fishing tournaments, filming permits, and for-profit activities.

Millennium Running is a for-profit group from Bedford, New Hampshire who utilizes Franconia Notch State Park to stage its annual White Mountains Triathlon with an anticipated 1,000 participants. Event participants pay a registration fee ranging from \$109 - \$419 depending on the race category and date of registration.

The SUP requires Millennium Running to pay camping and facility fees up front. Further, no later than 60 days after the event, Millennium Running provides the Division with an income and expense report along with the 5% of gross revenue. After paying all event expenses, Millennium Running donates 10% of the net revenue to the Adaptive Sport's Partners of the North Country.

Event Financials	
Upfront special use permit	\$5,250.00
Add 5% of gross event revenue of \$82,706 (Using 2023 revenue to forecast)	\$4,135.30
Total forecasted event revenue	\$9,385.30

The Attorney General's Office has reviewed and approved this contract as to form, substance, and execution.

Respectfully Submitted,

Concurred,

(PSM)



Brian J. Wilson
Director



Sarah L. Stewart
Commissioner



NH Department of Natural and Cultural Resources
Division of Parks and Recreation
 172 Pembroke Road, Concord, NH 03301
 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

Date Submitted: 11/28/2023

Permit #: DP2024-17

This permit shall be issued to:
 Millennium Running ("Permittee")
 Attn: Mike Peabody

Permit Information:

DNCR Land: Franconia Notch State Park ("Premises" and "Park")
 Primary Location: Beach Area, Boat Launch, RV Campground, Trails, and Parking Lot
 Date(s) of use: 6/21/2024 and 6/22/2024
 Hours of Use: 7:00 AM – 4:00 PM
 Permit Purpose: White Mountains Triathlon (the "Event")
 Total Participants: 1,000

138 Bedford Center Rd.
 Bedford, NH 03110
 (603) 488-1186
 permits@millenniumrunning.com

Description of Events:

- The 10th Annual White Mountains Triathlon is a fundraising Event with 10% of the proceeds donated to Adaptive Sports Partners of the North Country. Gross revenue covers athlete safety first working closely with multiple law enforcement police and medical organizations.
- The Event is a single day triathlon competition consisting of a spring, Olympic, and half iron distances. Swim takes place at Echo Lake; bike portion encompasses surrounding municipalities; and the run portion returns to Franconia Notch State Park to run along the Recreation Trail.
- Fee to participate in the race ranges from \$70 to \$419 depending on the race category and date of registration. The complete fee scheduled can be found herein.
- Gross revenue helps to offset the event expense, 10% of the revenue will be donated to Adaptive Sports Partners of the North Country, and the rest will be a profit for the Permittee.

Description of Permit Fees and Document Requirements

Note: The state reserves the right to adjust the fees for future permits based upon the current standard fee structure.

DESCRIPTION	AMOUNT	DATE RECEIVED
Administrative Fee	\$100.00	12/14/23
Expedite Fee	N/A	N/A
Event Fee	\$900.00	
Day Use Fee	5% Gross Revenue Due 60 days after Event	TBD
Camping Fee	\$1,050.00 (\$50.00/campsite per night)	
Facility Fee	\$3,200.00	
Impact Fee	Staff hours to be billed after event, as needed	TBD
Certificate Of Insurance	As Listed in the Policy Herein	
Map/Site Plan		
Other Documents	N/A	N/A

Reporting requirements: The Permittee shall submit a detailed profit and loss statement as well as a detailed attendance report including the number of teams, participants, and spectators for the event. Report shall be submitted no later than 60 days after the event date.

Section to be completed by Concord HQ

TOTAL FEES: \$5,250.00 plus 5% gross revenue post Event

Approved by Jace Wirth, General Manager

Date: 6/3/24

Approved by Andrew Campbell, Park Manager

Date: 5/31/24

Additional Review by Dee Dee Hanson

Date: 5/31/24

Additional Review by Kelsey Herold, Marketing and Events for Cannon Mt.

Date: 5/31/24

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation grants a special use permit ("the Permit") for use of the park with purpose and specific conditions as indicated herein.

[Signature]

6/4/24

Brian J. Wilson, Director, or Authorized Designee
 NH Division of Parks and Recreation

Date

Please see additional pages for Policy and Specific Requirements

MP 6/4/24
 Initials/Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements

WELCOME TO NH STATE PARKS! Thank you for choosing to hold your special event/function at a state park. We ask that you and your group help protect the state parks by adhering to the following Special Use Permit Specific Requirements and Policy (the "Policy") conditions:

Permittee: Millennium Running ("Permittee")

Event Names/Dates: White Mountains Triathlon, 6/21/24 – 6/22/24 ("Event")

Event specific conditions and requirements:

A. Event Location:

1. The Permittee shall have non-exclusive use of the following Department of Natural and Cultural Resources (the "State" or "DNCR") lands ("Premises"):

Franconia Notch State Park

Contact: Jace Wirth, General Manager, (603) 823-8800

Onsite Contact: Andrew Campbell, Park Manager, (603) 823-8800

- i. Permits non-exclusive use of Echo Lake
- ii. Permits non-exclusive use of the Peabody Lodge parking lot
- iii. Permits non-exclusive use of the slope side of Notch View Lodge
- iv. Permits non-exclusive use of Recreation (Bike) Path
- v. Permits exclusive use of the Cannon Mountain RV Campground

B. Event Description and Layout:

1. The Permittee shall have access to the Premises as agreed upon between the State and the Permittee in the Pre-Event meeting. All pre-Event access shall be approved by the State no later than the scheduled pre-event meeting between the Onsite Contact and the permittee.
2. Access to Echo Lake Beach shall include:
 - i. The Permittee shall have use of the waterfront area at Echo Lake Beach for the Event from 7 am to noon with clean-up and breakdown completed by 5 pm on the day of the Event only.
 - ii. Pre-event set up may be arranged through the State if needed and as agreed upon by the State and the Permittee.
 - iii. The Permittee shall have use of the Echo Lake Beach parking lot for Event registration as agreed upon by the State and the Permittee.
 - iv. The finish line for the Event shall be located at the Echo Lake Beach.
3. Access to the RV Cannon Mountain Campground and Echo Lake Beach:
 - i. The Permittee shall be required to pay the standard daily campground rate as listed on the invoice attached herein.
 - ii. The Permittee shall completely vacate the RV campground no later than 12:30 pm on the Sunday of the Event. If the Permittee has not completely vacated the campground by this time, they shall pay a \$200 penalty fee.
 - iii. The Permittee shall be required to pay a day use fee for Echo Lake Beach reservations.
 - iv. **The Permittee shall notify the State no later than 11½ months prior to next year's Event to close the RV sites needed for the Event and to close day use entrance for Echo Lake to avoid booking by the general public.**
4. Access to the Recreation (Bike) Path shall include:
 - i. The Permittee shall have access to the Recreation (Bike) Path as agreed upon with the State and the Permittee.
5. The layout shall be as outlined in Attachment A.
6. The Permittee shall be allowed to hold a Summit Social on the Friday prior to the Event.
 - i. The Social shall take place at the summit from 5:30pm – 7:30pm.
 - ii. The Permittee shall charge \$30 per person when pre-purchasing or \$40 the day of the Summit Social. This fee shall include a Cannon Mountain Aerial Tramway round-trip ticket.

C. Event Setup and Break-down:

1. The Set-Up for the Event shall begin between 9:00 AM to no later than 6:00 PM on 6/21/2024.
2. The Clean-Up for this Event shall be completed no later than 4:00 PM on 6/22/2024 on the day of the Event.

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**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)**

D. Event Fees Charged by the Permittee:

1. The Permittee shall charge event fees as listed below:

Event type	Tier 1 1-99 Registrants	Tier 2 100-249 Registrants	Tier 3 250-399 Registrants	Tier 4 400+ Registrants	Flat Rate
Sprint - Individual	\$109	\$129	\$149	\$169	
Sprint - Relay Team	\$199	\$209	\$229	\$249	
Sprint – Aquabike	\$109	\$129	\$149	\$169	
Olympic - Individual	\$159	\$179	\$199	\$219	
Olympic - Relay Team	\$259	\$279	\$289	\$309	
Olympic – Aquabike	\$159	\$179	\$199	\$219	
Half - Individual	\$259	\$279	\$299	\$319	
Half - Relay Team	\$359	\$379	\$399	\$419	
Half – Aquabike	\$259	\$279	\$299	\$319	
Camping (RV Park) for two nights					\$80

E. Event Fees Charged by the State:

1. The Permittee shall pay the standard administrative and event fees as well as expedite fee, if necessary, as listed on the invoice found herein. Payment shall be received no later than with the signed Permit.
2. The Permittee shall pay the facility use fee as listed on the invoice found herein.
3. The Permittee shall agree to pay the State five percent (5%) of the total gross revenue collected by the Permittee for the Event.
 - i. Payment shall be received by the State no more than sixty (60) days after the Event date.

F. Camping:

1. The State shall agree to close camping at the Cannon Mountain RV Campground from 6/21/24 through 6/23/24.
 - i. The Permittee shall reimburse the State for all camping revenue during the site closures as listed on the invoice, herein.
 - ii. The Permittee shall agree that the Cannon Mountain RV Campground shall reopen to the public for camping beginning 6/24/24.
2. The Permittee shall be allowed to offer the Cannon Mountain RV Campground sites to its participants for the standard site fee of \$50 per night.
 - i. The Permittee shall not be allowed to upsell the sites.
3. All Persons camping at the Premises shall be required to follow the camping policies as outlines on the above listed website.

G. Food and Beverage:

1. The Permittee shall be allowed to offer both complimentary food and beverage as well as food and beverage for sale during the Event.
 - i. The Permittee shall agree that if the food vendor is a food truck selling food, this shall be permitted through a separate permit issued by the state to the food vendor directly.
2. The Permittee shall obtain a copy of the NH State Liquor License from all vendors distributing alcohol.
3. The Permittee shall obtain food license and certificate of insurance from all food vendors and shall have them available to the State upon request.

H. Third Party Vendors:

1. The Permittee shall have a food vendor/caterer at the Event as listed herein.
2. The Permittee shall have emergency personnel onsite during the Event.
3. The Permittee shall obtain a copy of the vendor's certificate of liability insurance from all vendors.
 - i. Certificate shall be made available to the State upon request.

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NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)

I. Amplified Sound and/or DJ's:

1. The Permittee shall be allowed to have amplified sound during the Event.
 - i. The Permittee shall be allowed, at its expense, the use of speakers during the Event.
 - ii. The Permittee shall recognize the Town of Franconia Notch noise ordinance between the hours of 10:00 PM to 7:00 AM.
2. All amplified sound shall be kept at low volume so as to not disturb the park guests or neighbors.
3. Amplified sound shall be strictly permitted prior to 7:00am unless otherwise permitted herein.

J. Restrooms and Portable Toilets:

1. The Permittee shall have access to the restrooms during the Event.
2. The Permittee shall provide, at its expense, a minimum of twenty (20) portable toilets for the Event.
 - i. Portable toilets shall be installed in an area as predetermined by the State and agreed upon with the Permittee no earlier than the Friday prior to the Event and shall be removed no later than the Monday after the Event.
 - ii. If the portable toilets are not removed as listed herein, the Permittee shall pay a \$200.00 penalty fee.
 - iii. The Permittee shall meet with the Regional Supervisor and/or the Onsite Contact no less than one week prior to the Event to determine exact location for the portable toilets.

K. Electricity and Generators:

1. The Permittee shall be allowed access to electricity during the Event.
 - i. The Permittee shall be allowed, at its expense, a generator during the Event.

L. Event Tents:

1. The Permittee shall be allowed to install the following tent sizes at the locations as agreed upon the State and the Permittee:
 - i. One (1) 10' x 10' tent at Echo Lake Beach.
 - ii. Six (6) 10' x 10' tent(s) at Echo Lake Beach Parking Lot
 - iii. Six (6) 10' x 10' tent(s) at grass area of Echo Lake Beach for finish area
2. No tent stakes shall be driven into concrete or pavement.
3. All tents 400 square feet and larger that are erected on the Premises must receive State Fire Marshall and city/town approval.
4. The Permittee shall obtain all required approvals and shall accept all liability in regard to use of the tents, including but not limited to installation, use, and removal.

M. Tables, Chairs, and Other Equipment:

1. Permittee shall be allowed to install a maximum of thirty (30) tables to be self-provided at the Event and zero (0) chairs in a location to be determined by the State.

N. Parking:

1. Participants shall be permitted to park in the general parking lot during the Event.

O. Overnight Access:

1. Permittee shall be allowed overnight access as listed herein.

P. Pets:

1. Pets are strictly prohibited from the Event.

Standard conditions and requirements for all Events:

Q. Headings:

1. The headings throughout the permit and exhibits are for reference purposes only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of the Permit.

R. General Permit Requirements:

1. The Permittee shall not use the Premises for any commercial purposes nor sublet or permit its use by any other person or persons, except as may be permitted herein.

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NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)

R. General Permit Requirements (continued):

2. The Permittee agrees that no trees or shrubs shall be cut, damaged, or used by the Permittee, except as may be permitted herein and with prior DNCR approval.
3. The Permittee shall not hold the Event unless a fully executed permit is issued.
4. The Division reserves the right to remain in contact with the Permittee if complaints are received regarding the Permittee's use of the Premises. Further, the Division reserves the right to impose further conditions as needed.
5. The Permittee agrees that the Director, Division of Parks and Recreation, or any duly authorized agent, at any time, may examine and inspect any and all property located and situated on and in these premises.
6. This permit is not transferable and the Director, Division of Parks and Recreation, may revoke this permit at any time for any reasonable cause.
7. The Division can never guarantee that the site will, at all times, have the capacity to serve the Event or that the conditions of weather will be appropriate for the Event. This is a risk that the permittee alone must bear in that process.
8. All precautions shall be taken to ensure that there will be no conflict with recreational users in the area, except as permitted herein.
9. The Permittee shall recognize the Department of Natural and Cultural Resources, Division of Parks and Recreation as host sites for the Event on all publications, promotional materials, and websites.
10. Permittee shall adhere to all specific requirements and must follow the policy as listed herein.
11. The Permittee shall agree that if they wish to add any elements to the Events as listed herein, an addendum to the permit shall be required. The addendum will only be permitted if the State agrees to the request. Otherwise, the elements of this signed permit shall remain in force.

S. Pre-Event Requirements:

1. The Permittee shall submit a description and map of the proposed Event layout over and across the Premises.
 - i. This shall include but not be limited to the use of trails, pavilions, day-use area, parking lots, etc.
 - ii. This shall be submitted to the Concord Headquarters with the permit application.
2. The Permittee shall meet with the Regional Supervisor and/or the Onsite Contact no less than one week prior to the Event to finalize the Event layout and use of the Premises as well as any pre-event setup requirements and post event dismantle requirements.
3. The Permittee shall make necessary contacts and obtain approvals from appropriate town and state agencies including but not limited to the State Department of Transportation and local fire and police departments.
 - i. The Permittee shall comply, at its expense, with all local and state requirements for police and traffic control.

T. General Cancellations:

1. DNCR reserves the right to delay or cancel any event in accordance with Governor and public health and safety directives.
 - i. If DNCR cancels the Event, all moneys submitted to DNCR for the Permit shall be returned to the Permittee.
 - ii. The Permittee shall agree that should the Event be canceled, the Permittee will indemnify and hold the State of New Hampshire harmless with respect to any claims against the State arising out of the cancelation.
2. If the Permittee cancels the Event outside of Governor or DNCR directive, DNCR reserves its right to retain any moneys paid for the Event.

U. Additional Permitting Requirements:

1. The Permittee shall obtain all required permits and approvals from other State and Local agencies including but not limited to permits for tents, serving liquor, fireworks, and road closures.
 - i. The Permittee shall retain copies of such licenses and permits and shall provide DNCR with copies of any and all permits immediately upon request.

V. Trash and Recycling:

1. The Permittee shall be responsible for disposal of all trash and recycling.
2. Clean up shall be considered acceptable to DNCR and complete upon inspection by DNCR.
3. Should Premises not be returned to conditions as found by the end of the day following the event, the Permittee shall pay \$200.00 penalty fee.

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NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Specific Requirements (continued)

W. Signs, Banners, and Trail Markers:

1. All sign, banners, and trail markers installed on the Premises shall be approved by DNCR prior to installation.
2. All sign, banners, and trail markers shall be installed no earlier than the morning of the Event and shall be removed no later than the end of the Event unless otherwise listed herein.
3. All sign, banners, and trail markers must have the Permittee's name and contact information on them.
4. If signs, banners, and trail markers are not removed from the Premises by the end of the event, the Permittee shall pay a \$200.00 penalty fee.

X. Emergency Personnel and Access:

1. The Permittee shall be allowed to take photos and film the Event for promotional purposes only.
2. The use of an unmanned aircraft (a.k.a. "drones") shall be strictly prohibited.

Y. Photography:

1. The Permittee shall provide photography services to participants contingent upon the approval of a separate filming permit submitted by the photographer.
2. The use of an unmanned aircraft shall be only used with the approval of the Director and Regional manager, contingent upon the approval of a separate filming permit submitted by the photographer.

Z. Grounds and Premises:

1. The Premises' natural features shall not be altered or disturbed in any way and all areas shall be fully restored at the expense of the Permittee no later than the Monday following the Event.
 - i. Restoration shall be deemed acceptable to DNCR upon inspection by the Park Manager.
 - ii. If the Premises are not returned to the pre-event condition as indicated, the Permittee shall pay a \$200.00 penalty fee.
2. The Permittee shall reimburse DNCR for all expenses incurred to repair damage or to restore the Premises to pre-event condition. The Permittee shall also reimburse DNCR for any and all applicable penalty fees incurred as defined herein. Payment shall be due upon receipt of invoice.

AA. Post-Event Requirements:

1. The Permittee shall submit, without demand the following reports:
 - i. Detailed income and expense report that itemizes all revenue (by revenue source), including but not limited to registration fee by fee type, sponsors, and donations.
 - ii. Attendance report that identifies the total number of staff, volunteers, vendors, participants, and spectators.
 - iii. All reports must be submitted within sixty (60) days of the end of the Event.
2. The Permittee shall remit payment for all outstanding fees including but not limited to day-use fees not collected during the Event and any penalty fees if applicable. Payment shall be due, without demand, upon receipt of invoice.

BB. Additional Fees and Penalty Fees:

1. The Permittee shall reimburse DNCR for all expenses incurred to repair damage or to restore the Premises to pre-event condition as well as all applicable penalty fees incurred as defined herein.
2. The Permittee shall agree to reimburse the State for all staff hours required outside of their normal work schedule.
 - i. If applicable, this shall include hours prior to the start of the Event to prepare the Park premises as well as any hours after the Event to shut down the park for the day.
 - ii. The rate shall be \$50 per hour per staff member and payment shall be due upon receipt of invoice.
3. The Permittee also shall reimburse the Division for all applicable penalty fees incurred as defined herein, and payment for penalty fees shall be due upon receipt of invoice.

CC. Additional Changes After Permit Execution:

1. Any changes to the terms and conditions of the Permit must be agreed to and approved in writing by the parties.
2. The Permittee shall agree that if they have additional events not listed in this Permit, the Event shall require a separate special use permit.

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Initials/Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Special Use Permit Policy

1. The Permittee, including all persons/groups associated under the Special Use Permit (Permit), shall comply with all rules, regulations, and reasonable requests made by the Department of Natural and Cultural Resources (DNCR), the Division of Parks and Recreation (DPR), the park manager and authorized Division staff.
2. An application for a Permit must be received by Concord Headquarters at least 30 days prior to the start date of the event or the Permittee shall incur an expedite fee of an additional \$100. Permit applications received by the Concord Headquarters seven (7) or less days prior to the event date shall be denied.
3. An application for a Permit shall be accompanied by the \$100 non-refundable administrative fee and any applicable expedite fee, made payable to Treasurer, State of NH. Applications will not be processed or approved without payment, unless alternate arrangements are made through Concord Headquarters.
4. The Permittee shall pay all other applicable fees, including event fees, facility rental fees, admission and parking fees, and penalty fees in the manner contracted in the Permit, and shall comply with all conditions identified on the Permit.
5. The Permittee shall carry and maintain in force general liability insurance coverage in the following amounts: a) One Million Dollars (\$1,000,000) per occurrence; b) Two Million Dollars (\$2,000,000) in the aggregate; and c) One Hundred Thousand Dollars (\$100,000) for damage to rented premises. The Permittee shall be responsible for all costs under a deductible.

The State may require coverage which exceeds the amounts listed herein should the risks associated with the event or activity so warrant so as to reasonably protect the State. Such additional insurance coverage shall be reflected in the "Specific Requirements" sections of the Permit.

The Permittee shall identify the State as the Certificate Holder and additional insured, and shall furnish a Certificate of Insurance with the permit application. Applications shall not be processed or approved without required proof of insurance. The Certificate Holder shall be listed as follows: State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, 172 Pembroke Road, Concord NH 03301.

6. The Permittee shall indemnify and hold harmless the State, its officers and employees, with respect to liability for bodily injury or property damage caused in whole, or in part, by the Permittee's acts or omissions, or the acts or omissions of those within the Permittee's party, or the acts or omissions of those acting on the Permittee's behalf, to the extent RSA 99-D:1 and 2 do not apply.

Nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.

7. The use and/or activities conducted by the Permittee shall be limited to the approved use and/or activities identified in the Permit. There shall be no soliciting except as may be permitted.
8. Only the buildings, facilities, specified areas, or resources of the DNCR lands identified in the Permit shall be used for the approved use or activity, and only during the dates and hours so authorized by the Permit. The Permit is not transferrable.
9. The Permittee shall display a copy of the Permit upon request by the park manager or staff on the day of the event.
10. The use or activity, while engaged or executed, shall not unreasonably cause or contribute to the degradation of the visitor experience, as determined by the authorized DNCR personnel.
11. The use or activity, while engaged or executed, shall not cause environmental or property damage of DNCR lands, facilities and resources, as determined by the authorized DNCR personnel.
12. All signing, posting, decorating and set-up shall be appropriate for a family-friendly park and forest environment, subject to the approval of the park manager or authorized personnel.
13. Parking for the event is in designated areas only. Park staff will inform the Permittee of the designated parking areas.
14. The DNCR has a carry-in/carry-out trash policy. All buildings, facilities, specified areas, or resources used for the approved use or activity shall be restored by the Permittee to the same condition in which it was initially found, including removal of all signs, postings, decorations, equipment and structures, and trash and repairs and/or restoration of State property.
15. Supervision of the use or activity shall be the responsibility of the Permittee.
16. All future permit issuances to the Permittee are contingent upon satisfactory performance of conditions under the Permit.
17. Breach of the Policy or any state park policies will result in the termination of the event at any time before or during the event, without refund of any or all fees.
18. DNCR reserves the right to suspend or cancel the event or change the event route should the need to ensure public safety or protect facilities or natural resources arise, such as but not limited to weather conditions, major accidents, or trail conditions.

I, the Permittee, agree to abide by the Policy and the specific conditions and requirements herein identified.



Permittee, duly authorized

6/11/74

Date

Mike Peabody

Printed Name

Please review, sign, and return with all required fees and documents to:

NH Division of Parks and Recreation, Attn: SUP Office
172 Pembroke Road, Concord, NH 03301

JCSJP-040318NH-031818



New Hampshire State Parks
 172 Pembroke Road
 Concord, NH 03301

INVOICE

DATE:
 INVOICE #

June 4, 2024
 DP2024-17

Bill To:
 Millenium Running
 Mike Peabody/John Mortimer
 138 Bedford Ctr Road
 Bedford NH 03110
permits@milleniumrunning.com
 603-488-1186

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
SUP Administrative fee	1	\$ 100.00	\$ 100.00
Event fee:	1	\$ 900.00	\$ 900.00
Impact Fee:			
Electricity	N/A	\$ 20.00	N/A
Additional Staff Hours*	TBD	\$ 50.00	TBD
Facility Use Fee: Echo Lake	1	\$ 3,200.00	\$ 3,200.00
Day Use Fee:			
5% of gross revenue due no later than 60 days after Event ends	TBD		TBD
Camping			
RV Park 6/20 through 6/22; 7 spots for 3 days	21	\$ 50.00	\$ 1,050.00
*NOTE: Fees for any additional staff hours shall be billed to permittee once event is over.			
12/14/23 Administrative Fee Receipt	1	\$ (100.00)	\$ (100.00)
TOTAL			\$ 5,150.00

Make all checks payable to **Treasurer, State of New Hampshire**
 If you have any questions concerning this invoice, contact:
 Special Use Permit Office, 603-271-3556, dncr.stateparkpermits@dncr.nh.gov

THANK YOU FOR SUPPORTING NH STATE PARKS!

MP 6/4/24
 Initials/Date



NH Department of Natural and Cultural Resources
Division of Parks and Recreation
 172 Pembroke Road
 Concord, NH 03301 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

ADDENDUM

Permittee: Millennium Running
 Event: White Mountains Triathlon
 Addendum Date: 6/17/24

Permit # DP2024-17-ADDENDUM

This addendum grants the following revisions to the above referenced permit:

Page #	Item	Revisions
3	New Item: G(a): <u>Beer Garden</u>	<ol style="list-style-type: none"> 1. The Permittee shall be permitted to have a "Beer Garden" located adjacent to the Echo Lake Beach, as outlined in Attachment A: White Mountains Triathlon Layout. 2. The Permittee shall provide proof of valid Host Liquor Liability Insurance that lists the State as certificate holder and additional insured. 3. The Permittee shall contact the NH Liquor Commission to obtain all required licenses and documentation. 4. The Permittee shall ensure that all State of NH Liquor Commission laws and regulations are adhered to during the Event. 5. The Permittee shall provide, at its expense, police detail to monitor the Beer Garden during the Event.

All other contract items listed in the original permit shall remain true to its original form. The above change is in addition to the original permit only.



 Mike Peabody
 Millennium Running

6/19/24

 Date



 Brian J. Wilson, Director or Authorized Designee
 NH Division of Parks and Recreation

6/20/24

 Date



State of New Hampshire
Liquor Commission
Division of Enforcement and Licensing
50 Storrs Street, Concord, NH 03301
Phone: (603) 271-3523 | Fax: (603) 271-8424



OFF SITE CATERER - SITE APPROVAL

This application must be submitted at least TEN (10) days prior to the scheduled event.

OFF SITE CATERER/BUSINESS INFORMATION

Off Site Caterer Business Name Stark Food Truck	Off-Site Caterer Trade Name Stark Food Truck	Registered Liquor License Number 288219
Off Site Caterer Business Street Address 500 Commercial Street	City Manchester	State NH Zip 03104
Business Phone 603.625.4444	Business Email Peter@StarkBrewingCompany.com	

CLIENT INFORMATION

Client Name or Client Business Name Millennium Running (White Mountains Tri)	Registered Trade Name of Client (if Applicable) Millennium Running	Event Type Triathlon
Client Street Address 138 Bedford Center Road	City Manchester	State NH Zip 03110
Client Phone 603.488.1186	Client Email Permits@MillenniumRunning.com	

EVENT/SITE INFORMATION

Site Owner Name State of New Hampshire	Registered Trade Name or Building/Premises Name (Client) Echo Lake State Beach	Site Type Temp <input checked="" type="radio"/> Perm <input type="radio"/>
Site Street Address 2750 Profile Road	City Franconia	State NH Zip 03580
Event Date (mm/dd/yyyy) 06/22/2024	Event Start Time (hh:mm am/pm) 10:00 AM	Event Finish Time (hh:mm am/pm) 4:00 PM
	Building/Site Authorized Capacity 600	# of Event Attendees 600
Entertainment Yes <input type="radio"/> No <input checked="" type="radio"/>	Entertainment Description Triathlon	
Date Signed by Site Owner 6/20/24	Signature of Site Owner 	

REQUIRED DOCUMENTATION

The following documents are required to be submitted with application:

- Copy of contractual agreement between licensed caterer and client
- Permit of Assembly issued by local or state fire authorities
- Letter from municipality stating there are no objections for event(s) to be held at the site
- Site Inspection Completed by Investigator

ACKNOWLEDGEMENT AND SUBMISSION

I declare, under the provisions of Title XIII and punishable under RSA 641:3 (Unsworn Falsification), that I am authorized to sign on behalf of the business entity providing this report; that I have examined all of the information provided on or with this report; that any information I give may be investigated as allowed by law; that the information is true, correct, and complete to the best of my knowledge and belief and made in good faith.

Name of Authorized Agent for Applicant/Caterer Peter Telge	Title of Authorized Agent for Applicant/Caterer owner
Date Signed 6/5/2024	Signature of Authorized Agent for Applicant/Caterer

DocuSigned by:
Peter Telge
1986AB50E9B9421...

Catering Services Agreement

State of New Hampshire

This Catering Services Agreement, hereinafter referred to as "Agreement," is entered into and made effective as 6/5/2024 by and between the following parties:

The Stark Food Truck ("Caterer"), a limited liability company, organized under the laws of the state of New Hampshire, having its principal place of business at the following address:

500 Commercial Street
Manchester, NH 03104

and

Millennium Running, a limited liability company, organized under the laws of the state of New Hampshire, having its principal place of business at the following address:

138 Bedford Center Rd
Bedford NH, 03110

Client and Caterer may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain Caterer to provide certain Catering Services (as defined below);

WHEREAS, Caterer has the skills, qualifications, and expertise required to provide the Catering Services to the Client;

WHEREAS, Caterer wishes to render such Catering Services to Client,

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Event" shall be used to refer to the following specific event where the Caterer will be providing the Catering Services:

Millennium Running Race

B) "Catering Services" shall be used to refer to the following specific services that the Caterer will provide to the Client under the terms and conditions set forth herein:

Beer Serving

C) "Event Details" shall be used to refer to the following specific details regarding the Event:

Type of Event: **Triathlon**

Date of Event: **June 22, 2024**

Time of Event: **10:00 AM – 4:00 PM**

Address of Event: **2750 Profile Road, Franconia, NH 03580**

Number of People: **600**

D) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Catering Services. Specifically, the fees shall be as follows:

Negotiable

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Caterer hereby agrees to render the Catering Services to Client, at the Event described herein, utilizing all of the Event Details as directed and Client agrees to pay Caterer the Fees required for the Catering Services.

Article 3 - MENU:

The menu Caterer serves shall be as follows ("Menu"):

Sam Adams

Caterer shall be permitted to make small changes to the Menu if ingredients cannot be found after reasonable effort.

Article 4 - STAFF OR EMPLOYEES:

The Caterer shall only utilize the following staff or employees to assist in the provision of the Catering Services, as these individuals are hereby approved and agreed to by Client:

Article 5 - FEES:

The Client agrees to pay the Caterer the required Fees, as outlined elsewhere in this Agreement, for the provision of the Catering Services, subject to the following terms and conditions:

A) Payment Due: Payment is due as follows:

upon receipt

B) Method of Payment: Caterer will accept the following forms of payment:

cash / check

C) Expenses: The Caterer is responsible for the management and payment of any and all expenses incurred in the rendering of the Catering Services and is not permitted to charge is any such expenses back to the Client.

D) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Caterer shall be the sole and exclusive responsibility of each, respectively.

Article 6 - COST FLUCTUATION:

Client understands and acknowledges that the cost of Menu items and ingredients may fluctuate. If costs fluctuate to the extent it will no longer be profitable for Caterer to undertake this job, Client agrees that Client may:

- a.) Cover any additional cost; or
- b.) Substitute other Menu items.

Article 7 - EVENT CHANGES:

Changes to the number of guests, Menu items requested, dates or venues must be made no later than the following amount of time before the event: _____. Any changes made past this deadline will be subject to a penalty charge as follows:

Article 8 - CANCELLATION:

If the Event is canceled after the execution of this contract through no fault of the Caterer, Caterer shall be entitled to the following:

Article 9 - COMPLIANCE:

Caterer shall comply with all local, state, and Federal laws regarding the preparation and service of food.

Article 10 - WARRANTIES:

The Caterer represents and warrants that it will perform the Catering Services using reasonable care and skill for a Caterer in their field.

Article 11 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either Party's negligence, either Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Caterer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 12 - INDEMNITY & INSURANCE:

Client hereby agrees to indemnify Caterer, and all of Caterer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Catering Services, rendered this Agreement or any transaction or matter connected with the Catering Services or the relationship between Caterer and Client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Caterer shall carry general liability insurance throughout the duration of the Parties' relationship.

Article 13 - TERMINATION:

This Agreement will terminate at the conclusion of the Event.

This Agreement may also be terminated by either party, upon notice in writing if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

This Agreement may be terminated by the Caterer if the Client fails to pay any requisite Fees. The Caterer may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Catering Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Caterer related to the rendering of Catering Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 14 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Catering Services by the Caterer to the Client under the terms and conditions herein. Caterer is an independent contractor for Client.

Article 15 - GENERAL PROVISIONS:

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of New Hampshire and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of New Hampshire. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

J) **FORCE MAJEURE:** Caterer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) **NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:** i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Caterer:

peter@starkbrewingcompany.com

Client:

jmortimer@mellenniumrunning.com

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Stark Food Truck

Representative Name: Peter Telge

Representative Title: Owner

Representative Signature

Date: 6/5/2024

DocuSigned by:
Peter Telge
1986AB50E9B9421...

Name: Millennium Running LLC

Representative Name: John Mortimer

Representative Title: Owner

Representative Signature

Date: 6/5/2024

DocuSigned by:
John Mortimer
CC6749BDD9344E4...

Franconia Fire Department

**Chief
Richard Gaudette**

**816 Main Street
P.O. Box 900**

**Assistant Chief 1
Tyler Gaudette**

Franconia, NH 03580

Station 603-823-8821

EMERGENCY 9-1-1

Dispatch 603-823-8123

PERMIT TO OPERATE A PLACE OF ASSEMBLY

It appearing that the necessary safeguards for the safety of life are provided on the within described premises in accordance with the provision of the New Hampshire RSA 155, this is to certify that Millennium Rugging and Centerplate (vendors) are permitted to operate at 2750 Profile Rd (Echo Lake Beach) in accordance with the provisions of such law for the period of June 22, 2024.

Authorized capacity in person, excluding employees: 200
There will be no tent.

Issued date: June 4, 2024

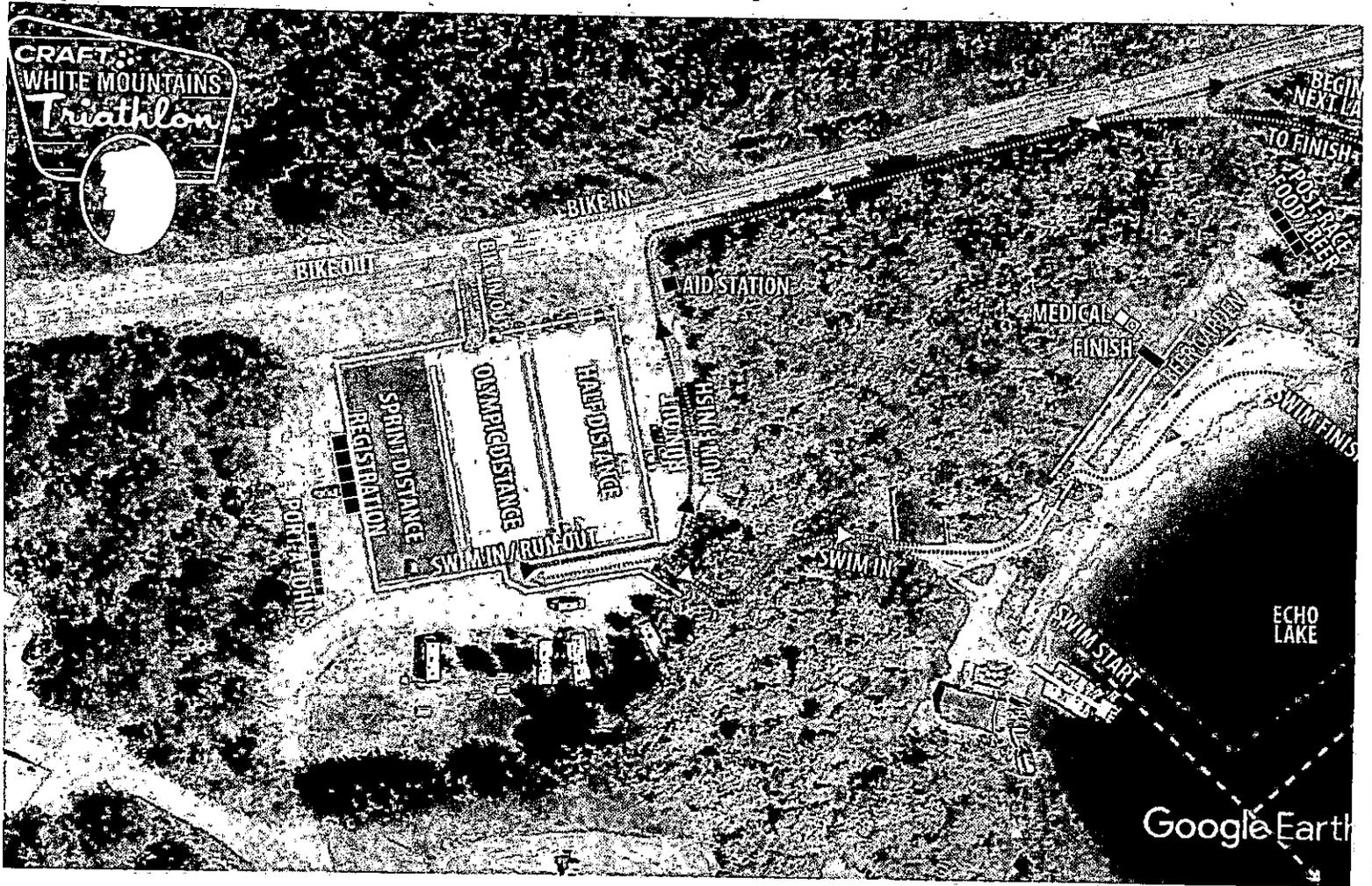
Expires: June 24, 2024

Franconia Fire Department
PO Box 900
Franconia, NH 03580

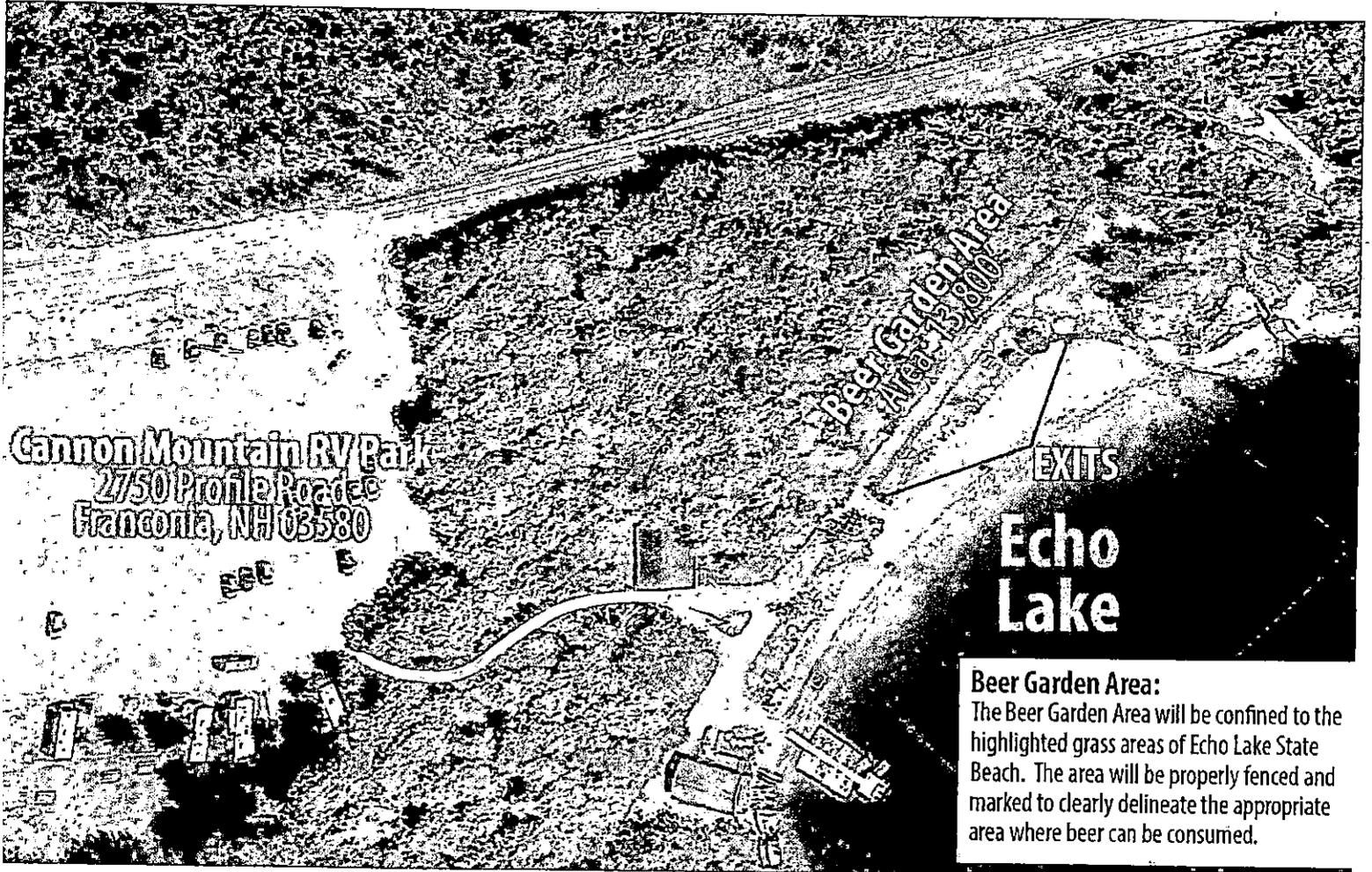


Richard Gaudette
Fire Chief

Event Layout



Beer Garden Layout





State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhstateparks.org



June 19, 2024

NH Liquor Commission
Division of Enforcement
50 Storrs Street
Concord, NH 03301

E-mail: licensing@liquor.nh.gov

Re: White Mountains Triathlon – Franconia Notch State Park

I have no objections to having alcohol served at Franconia Notch State Park – Echo Lake Beach by Stark Food Truck on June 22, 2024, during Millennium Running's White Mountains Triathlon.

Thank you,

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

Brian J. Wilson, Director
Division of Parks & Recreation
Department of Natural & Cultural Resources

Limited Partnership or LLC Certification of Authority

I, Mike Peabody, hereby certify that I am a Partner, Member or
(Name)

Manager and an officer of Millennium Running, a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 6/20/24

ATTEST:  C.O.O.
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2024

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 have ADDITIONAL INSURED provisions or 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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750 License#: 0E67768 USATRIA-01	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B: Accredited Surety & Cas Co Inc</td> <td>26379</td> </tr> <tr> <td>INSURER C: HDI Global Specialty SE</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Fire Insurance Company	21113	INSURER B: Accredited Surety & Cas Co Inc	26379	INSURER C: HDI Global Specialty SE		INSURER D:		INSURER E:		INSURER F:
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INSURER C: HDI Global Specialty SE														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919														

COVERAGES **CERTIFICATE NUMBER: 210157271** **REVISION NUMBER:**

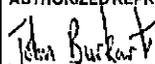
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338730-00	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY 4077887933						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1-TRE-CO-17-01338731-00	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	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	N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A C	Participant Accident Excess Liability (xo \$3mm Lead)	Y	Y	US1929881 HDHX003701136	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Accident Medical Occ/Agg	25,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured, where required by written contract or agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form RSCG0303 - Additional Insured - Blanket when required by written contract, but only with respect to the USAT sanctioned or approved event specified on this certificate.

The General Liability policy is primary as per Form CG2001 and the General Liability policy contains CG2404: Waiver of Transfer of Rights of Recovery Against others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting in a loss or a claim. See Attached...

CERTIFICATE HOLDER State of New Hampshire-DNCR, Division of Parks & Recreation 172 Pembroke Road 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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America, Inc.		NAMED INSURED USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Host Liquor Liability-\$2,000,000 per Occurrence/ \$4,000,000 aggregate
 White Mountains Triathlon | 2024-06-22 | 2024-06-22 | Franconia, NH 03110

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insured

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
 - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";
 - (4) Such person or organization is an insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
 - (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
 - (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

(b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.</p>

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.