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
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nhstateparks.org

72A

November 13, 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 enter into a **Retroactive** Special Use Permit (SUP) with the Hampton Area Chamber of Commerce, Hampton, NH (the Permittee) for the 35th Annual Seafood Festival effective upon Governor and Executive Council approval for the period of September 3, 2024 through September 12, 2024.

2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from the Hampton Area Chamber of Commerce, Hampton, NH, (the Permittee) in the amount of $11,400, for Special Use Permit (SUP) fees for the 35th Annual Seafood Festival, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

	FY2025
03-03-035-351510-37020000, State Park Fund	$11,400

EXPLANATION

This request is **Retroactive** because of administrative delays in obtaining and processing supporting documentation. The Division of Parks and Recreation (Division) issues SUPs 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.

The Seafood Festival is an annual fundraising event offered by the Hampton Area Chamber of Commerce. The event brings over 50 of the seacoast's top restaurants serving an abundance of seafood delicacies, 80 craft vendors promoting locally made products, hundreds of Ocean Boulevard merchants offering end-of-the-season sidewalk sales, continuous culinary chef demonstrations, and two states of continuous entertainment.

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

Respectfully Submitted,

Brian J. Wilson
Director

Concurred,

(SM)

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: 02/09/2024

Permit #: DP2024-76 (D)

This permit shall be issued to:
Hampton Area Chamber of Commerce ("Permittee")
Attn: John Nyhan
One Lafayette Road
Hampton NH 03842
603-926-8718
john@hamptonchamber.com

Permit Information:
DNCR Land: ~~Hampton Beach State~~ Park ("Premises")
Primary Location: ~~Main Beach and~~ South Beach
Date(s) of use: 9/3/24 – 9/12/24
Hours of Use: ~~8am – 10pm daily~~
Permit Purpose: Seafood Festival
Total Participants: ~90,000

Description of Events:

- The 35th Annual Seafood Festival is a fundraising event by the Hampton Area Chamber of Commerce, who is the sole benefactor. The Event brings over 50 of the seacoast's top restaurants serving an abundance of seafood delicacies, 80 craft vendors promoting locally made products, hundreds of Ocean Boulevard merchants offering end-of-the-season sidewalk sales, continuous culinary chef demonstrations, and two stages of continuous entertainment.
- Fees to participate in the Event are listed herein.
- Fees are used to off-set the expense of the Event and to produce 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	Captured in Permit DP2024-74 (A-C)	
Expedite Fee	N/A	N/A
Event Fee	$9,000.00 (due no more than sixty (60) days after the Event	
Parking Fee	All attendees shall pay the standard parking fee to avoid a citation	
Facility Fee	$2,000.00	
Caterer Fee	$400.00	
Impact Fee	*Staff hours to be billed after event, as needed*	
Certificate Of Insurance	As listed on the policy page	
Map/Site Plan		
Other Documents		

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:** $11,400.00

Approved by Laura Morrissey for Meredith Collins, Regional Supervisor Date: 5/14/24
Approved by Maura O'Neill, Park Manager Date: _____

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 ("Permit") for use of the park with purpose and specific conditions as indicated herein.

BJW

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

8/28/2024
Date

Please see additional pages for Policy and Specific Requirements

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Initials/Date

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 ("Policy") conditions:

Permittee: Hampton Area Chamber of Commerce ("Permittee")
Event Names/Dates: Seafood Festival ("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 (the "Premises"):

Hampton Beach State Park – Main Beach ("Main Beach")
Contact: Meredith Collins, Regional Supervisor (603) 227-8715
Onsite contact: Maura O'Neill, Park Manager (603) 227-8710
Parking: Hampton Park Patrol (603) 227-8700

i. Permits use of restrooms and entire North Front parking lot including space #'s 501-573 as well as four (4) handicapped spaces and seven (7) employee spaces.
ii. Permits use of space # 301-318 in the South Front parking lot near the playground.
iii. Parking space numbers 6-9 in the CPA lot shall be marked as no parking (as listed herein). These spaces are to allow the shuttle to turnabout.
iv. Permits use of the Oceanfront Pavilion Banquet Room as listed herein.

Hampton Beach State Park - South Beach ("South Beach")
Contact: Meredith Collins, Regional Supervisor (603) 227-8715
Onsite contact: Lucille Marino, Park Manager (603) 926-8990

i. Permits use of the parking lot for event Parking. The Permittee shall notify all participants utilizing the South Beach lot that the regular parking fees ($15.00 per car and $30.00 per RV) will be required. Additional parking shall be permitted in available metered parking and will be charged the standard metered parking rate.

B. Event Description and Layout:

1. Hampton Beach State Park – Main Beach:
   i. The Permittee shall have access to the restrooms and the entire North Front parking lot, including space #'s 501-573, as well as four (4) handicapped spaces and seven (7) designated employee spaces.
   ii. The Permittee shall have use of space # 301 – 318 in the South Front parking lot near the playground.
   iii. The Permittee shall be allowed to make space # 6-9 in the Central Parking Area ("CPA") lot parking lot as "No Parking" and as listed herein.
      a. This shall be done to allow the shuttle to turn around.
   iv. The Permittee shall install vendor tents along the boulevard as described in the map. See Attachment A.
   v. The Permittee shall be allowed to have Ford Bronco as a sponsorship and as listed herein.
   vi. The Permittee shall be allowed to M&T Bank as a presenting sponsor and as listed herein.
2. Hampton Beach State Park – South Beach:
   i. The Permittee shall have access to the South Beach parking lot for Event parking.
      a. The Permittee shall notify all participants utilizing the South Beach lot that the regular parking fees ($15.00 per car and $30.00 per RV) will be required.
         - In the event that advanced day-use reservations are required, the Permittee shall advertise that all participants must make reservations prior to arrival.
      b. Additional parking shall be permitted in available metered parking on a first come/first serve basis.
         - The standard parking fee as listed on the pay stations shall be required to avoid being issued a parking citation.

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C. Event Setup and Break-down:
1. Setup shall begin no earlier than the Tuesday prior to the Event date, as listed herein.
   i. Two (2) trailers with tent equipment shall arrive the Tuesday prior to the Event and shall be limited to parking space #'s 501 and 502, only.
   ii. Parking spaces on the eastern side of Ocean Boulevard, from the corner of H Street to the Marine Memorial shall be blocked off and designated as "no parking" areas at midnight on the Tuesday prior to the Event.
   iii. Such parking spaces shall be reopened to the public use no later than noon on the Thursday following the Event.
      a. If parking spaces are not reopened to the public as listed herein, the Permittee shall incur additional impact fees in the amount of the standard rate of parking fees charged by the State until such areas are reopened for public use.
2. The Permittee shall begin the dismantling process at the end of the Event and shall complete dismantle by noon on the Thursday following the Event.
   i. Dismantle shall include but not be limited to, taking down tents, uninstalling electrical and gas equipment, and power washing the sidewalks and Boulevard.
      a. The Permittee shall be responsible for prompt removal of temporary service poles and gas equipment that are installed for the Event.
      b. All tents and the storage unit shall be removed no later than noon on the Thursday following the Event.
      c. The Permittee shall return the Premises to its original condition and to the satisfaction of the State, including cleaning and power washing all pavement and sidewalks.
      d. The Permittee shall require all vendor utilizing fryolators to use catch pans and/or trays under all frying equipment to keep any grease off the roadway and sidewalks.
         - The area under the tents shall be cleaned no later than noon on the Thursday following the Event.

D. Event Fees Charged by the Permittee:
1. The Permittee agrees that guests who wish to only walk along the boardwalk and not participate in the Event shall not be charged an Event admission fee.
2. Admission collections shall be made from the east to west side of the Boulevard, including the sidewalk area of the following locations:
   i. Marine Memorial Area
   ii. Across from H Street.
   iii. Easterly beach stairway entrances; and
   iv. Westerly side entrance in the proximity of A, B, C, D, F, and G Streets.
3. The admission fee shall not exceed $10.00 per person, per day. Children under 12 shall be admitted free of charge.
4. Proof of admission fee paid shall be through the use of serial-numbered wristbands.
   i. Ead admission entry point shall have a detailed daily cash log record with date and times of all collections and deposits.
   ii. Beginning and ending cumulative dollar balances shall be available to reconcile total daily sales.
   iii. The Permittee shall offer free wristbands to first responders.
5. A daily sales report shall be prepared listing the beginning and ending cash log balances. Any corrections shall be clearly explained on the report.
6. A completed income and expense report and attendance report regarding all aspects of the Permittee's Event shall be submitted to the State no later than January 15, 2025.

E. Event Fees Charged by the State:
1. The Permittee shall agree to pay the State $9,000.00 for the Event Fee.
   i. Payment shall be received no more than sixty (60) days after the Event.
2. The Permittee shall agree to pay for the use of the Oceanfront Pavilion Banquet Room for their presenting sponsor.
   i. Payment shall be received with the signed permit.

F. Food and Beverage Vendors:
1. The Permittee shall obtain a food license and certificate of insurance from all food vendors and have them available to the State upon request.

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F. Food and Beverage Vendors (continued):
   2. There will be one line of 10' x 20' tents along the Boulevard. Entrance into the tent shall be accessed from the street side.
   3. All vendors shall have the ability to cook outside the tent.
   4. There shall be open space areas that will be filled with tables and chairs for participants to eat.

G. Alcohol:
   1. The Permittee shall be permitted to serve alcohol during the Event.
   2. The Permittee shall provide the State with proof of host liquor liability insurance above and beyond the standard liability insurance as listed in the Policy.
   3. The Permittee shall contact the NH Liquor Commission to obtain all required licenses and documentation.
      i. The Permittee shall ensure that all State of NH Liquor Commission laws and regulations are adhered to during the Event.

H. Tents:
   1. The Permittee shall install the following tents in locations as agreed upon between the State and the Permittee:
      i. One (1) 20' x 40' tent to be used for the Culinary Tent.
      ii. One (1) 40' x 40' tent to be used for the Beach Beer Tent.
      iii. 10' x 10' tents to be used as the sponsor tents – quantity to be determined and approved by the State.
      iv. Thirty-Eight (38) 10' x 20' tents that will be connected to each other to be used for the food tent as listed herein.
      v. Thirty-Eight (38) 10' x 20' tents for crafters.
         a. There shall be two rows of 19 tents with 20' in between the rows.
      vi. One (1) 10' x 20' tent shall be used as the operations tent.
   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 Marshal 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.

I. Storage Unit:
   1. The Permittee shall be allowed to install one (1) storage unit no larger than 10' x 12'.
      i. The unit shall be placed in the southeast corner behind the information center.

J. Ford Bronco Sponsorship:
   1. The Permittee shall be allowed to have Ford Bronco as a sponsor of the Event.
      i. The State shall agree to allow Ford Bronco to showcase their Bronco line during the Event.
      ii. The State shall agree to allow a mobile unit to be placed in an area as agreed upon between the State and the Permittee. The mobile unit shall have a lift on it that will raise a bronco to the top of the unit to display.
   2. The Permittee shall be allowed to have a Ford Bronco on the beach near the Beach Bar for display only.
      i. The Division shall agree that since the Bronco shall be for display only, access shall fall under the agreement the Division has with NH Department of Environmental Services and no additional permits are required for the Bronco to be on display on the beach.
      ii. The Permittee shall agree that access to the beach shall be in a route as predetermined by the Regional Supervisor. The Permittee shall agree that the same route shall be used when exiting the beach, unless otherwise determined by the Regional Supervisor.
      iii. The Permittee shall agree that once the Bronco is parked near the Beach Bar, it will not move again until the end of the Event. Rides on the beach shall be strictly prohibited.

K. Presenting Sponsor:
   1. The Permittee shall have M&T Bank as the presenting sponsor of the Event.
   2. The Permittee shall have access to the Oceanfront Pavilion Banquet Room ("Banquet Room") from 8am – 8pm the Saturday of the Event.
      i. The Permittee shall agree to pay all fees associated with the use of the Banquet Room with the signed Permit.
      ii. The Permittee shall agree that the use of the Banquet Room shall only be for the Presenting Sponsor and invited guests. The room shall not be open to the public.

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K. Presenting Sponsor (continued):

iii. The Permittee shall agree that all Banquet Room capacity rules shall be followed at all times.

3. The Permittee shall be allowed to have a caterer to provide food throughout the day for the Presenting Sponsor.
   i. The Permittee shall agree to pay the State 5% of the gross revenue from the caterer.

L. Parking:

1. The Permittee shall provide logistical plans related to public and concessionaire parking, vehicle access, and traffic control to the State's Regional Park Supervisor for consideration and approval no later than one week prior to the first access to the Premises for setup.
2. Upon receiving appropriate approvals, Ocean Boulevard will be closed to vehicular traffic.
   i. The Permittee shall erect signage promoting that parking is available in the day-use area of South Beach for $15.00 per car and $30.00 per RV; and that the parking kiosks and meters on Ocean Boulevard and at the remaining State parking lots are active during the Event.
3. The Permittee is granted use of the following parking spaces:
   i. Parking space #'s 6, 7, 8, and 9 on the southeast side shall be designated as "no Parking" for safety purposes to enable the shuttle to turnabout.
4. The Permittee may position the following vehicles on the sidewalk in a location(s) approved by the Regional Park Supervisor:
   i. One (1) mobile PA unit.
   ii. No other vehicles shall be on the sidewalk, or any other are not specifically granted herein without prior permission from the State.
5. The Permittee shall provide free shuttle service to/from the South Beach parking lot, onto River Street, along the breakdown lane of Ocean Boulevard, to/from the northern end of the State parking lot located at H Street.
   i. Shuttle services shall be provided according to the following schedule:
      a. Friday of the Event from 4:00 PM through 10:00 PM
      b. Saturday of the Event from 9:00 AM through 10:00 PM
      c. Sunday of the Event from 9:00 AM through 6:00 PM

M. Restrooms and Portable Toilets:

1. The Permittee shall provide, at its expense, additional portable toilets sufficient in number for the Event, to be located near the North Pavilion.
2. Portable toilets shall be installed no earlier than two days prior to the start of the Event and shall be removed no later than the day after the Event.
3. If the portable toilets are not removed as listed herein, the Permittee shall pay a $200.00 penalty fee.
4. 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.
5. The Permittee shall have access to the restrooms located at the Main Beach during the Event.

N. Insurance:

1. The Permittee shall agree to obtain liability insurance certificates from all vendors. All certificates shall carry the standard limit requirements as listed in the Policy herein, unless otherwise stated in the Permit.
2. All certificates shall be made available to the State upon request.

O. Communication Radio:

1. The Permittee shall provide, at its expense, a radio to a State Park staff, as designated by the State's Seacoast Regional Supervisor and at not cost to the State, to facilitate on-going field communications between the Permittee and the State during the Event.

P. Family Attractions and Entertainment Area:

1. The Permittee shall utilize the area outside of the Hampton Chamber Information Center for the family attractions and entertainment area.

Q. Craft Vendor Requirements:

1. The Permittee shall be allowed to have up to eighty (80) craft vendors selling items at the Event.
2. The Permittee shall obtain a certificate of insurance from all vendors and have them available to the State upon request.
3. A representative of the Permittee shall greet and coordinate the craft vendors at the south end, allowing such vendors up to 20 minutes to park their vehicle, unload products, and remove their vehicle.

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Q. Craft Vendor Requirements (continued):
   4. The sidewalk area behind the tents shall be cleared of all products by 4:00 PM on the Sunday of the Event.
   5. A chalk line shall be drawn at a pred-determined location to outline maximum space limitations of the booth located in the northern area.
   6. No tent stakes shall be driven into concrete or sidewalks.

R. Fireworks:
   1. Fireworks may be displayed on the Saturday of the Event at 8:30 PM.
   2. Clearing of the beach area may begin at 3:30 PM in preparation for the fireworks.
   3. The Permittee shall notify the public of the temporary closure of the beach by publishing this in its Event program, on its, website, and at the Event through signage on the stairwells and by making several audible announcements during the Event.

S. 5K Road Race:
   1. The Permittee shall be allowed to have a 5K road race that shall begin and end near the Marine Memorial.

T. NH State Parks Vendor Booth:
   1. The Permittee shall provide one (1) 10' x 20' booth space for NH State Parks located in the bus pull-off area adjacent to the Park Patrol Office for the duration of the Event and at no cost to the State.

U. Hiring of State Park Employees:
   1. The Permittee is expressly prohibited from hiring or directing the activities of any state park employee during the employee's scheduled State work hours.

V. Picnic Tables:
   1. The Permittee shall utilize picnic tables at South Beach.
      i. The Permittee shall agree that a minimum of ten (10) picnic tables shall remain at South Beach to ensure guests have the ability to use a picnic table during the visit.
      ii. Tables shall be brought from South beach to the Main Beach no later than the Friday of the Event.
      iii. Tables shall be returned to South Beach and placed in their original location no later than the Thursday following the Event.

Standard conditions and requirements for all Events:

W. 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.

X. General Permit Requirements:
   1. The Permittee shall not hold the Event unless a fully executed permit is issued.
   2. 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.
   3. 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.
   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.
   8. The Permittee shall agree that 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. The Permittee shall adhere to all specific requirements and must follow the policy as listed herein.

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X. General Permit Requirements (continued):

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.

Y. 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.

Z. General Cancelations:

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.

AA. 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.

BB. 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.

CC. 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.

DD. Emergency Personnel and Access:

1. The Permittee shall allow ample space, as determined by the State, for emergency vehicle access and operational traffic flow, as needed.
2. The Permittee is responsible for coordinating and paying for police, fire, ambulance and any other emergency response details, as needed.

EE. Photography:

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.

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FF. 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.

GG. 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.

HH. 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.

II. 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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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	8/7/24 Date	Josh B. Nyhan 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

JCBJP-040318-031519

New Hampshire State Parks
Attn: Special Use Permit Office
172 Pembroke Road
Concord, NH 03301

INVOICE

DATE: August 7, 2024
INVOICE #: DP2024-76D

Payment Due: As listed herein

Bill To:
John Nyhan
Hampton Area Chamber of Commerce
One Lafayette Road
Hampton NH 03842
603-926-8718
john@hamptonchamber.com

DESCRIPTION	DUE	QTY	UNIT PRICE	SUB TOTAL	AMOUNT DUE
Seafood Festival					
Event Fee	**11/11/24**	1	$ 9,000.00	$ 9,000.00	
Facility Fee	**w/permit**	1	$ 2,000.00	$ 2,000.00	
Catering 5% Fee	**w/permit**	1	$ 400.00	$ 400.00	
Event Subtotal					**$ 11,400.00**
				TOTAL*	**$ 11,400.00**

Make all checks payable to **Treasurer, State of New Hampshire** and remit to address above.
If you have any questions concerning this invoice, contact:
Dee Dee Hanson, 603-271-3556, diane.hanson@dncr.nh.gov

The State reserves its right to adjust fees for future permits based upon the current standard fee structure.

THANK YOU FOR YOUR BUSINESS!

JM 8/7/24
Initials/Date

Corporate Resolution

I, **Lisa Stonesifer**, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Hampton Area Chamber of Commerce. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 15, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That John B. Nyhan, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Hampton Area Chamber of Commerce with the State of New Hampshire and any of

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I **hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: *August 15, 2024*

ATTEST: _____

Lisa Stonesifer, HACOC Chairperson

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2024

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
Tobey & Merrill Insurance
20 High Street
Hampton NH 03842-2214

CONTACT NAME: Edward Jackson AAI
PHONE (A/C, No, Ext): (603) 926-7655 FAX (A/C, No): (603) 926-2135
E-MAIL ADDRESS: edward@tobeymerrill.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Insurance	
INSURER B :	Eastern Alliance Insurance Group	10724
INSURER C :	Mount Vernon Fire	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Hampton Chamber of Commerce Seafood Festival
47 Winnacunnet Road
Hampton NH 03842

COVERAGES CERTIFICATE NUMBER: CL2482010984 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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			EV147435	09/03/2024	09/12/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EV147435	09/03/2024	09/12/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB914187-000	09/03/2024	09/12/2024	EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0000150025	08/02/2024	08/02/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Liquor Liability			SE2025414	09/06/2024	09/08/2024	Each Occurrence	$1,000,000
							General Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Seafood Festival Event, September 06, 07, & 08, 2024

CERTIFICATE HOLDER

State of New Hampshire-DNCR Division of Parks and 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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