



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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JS

April 3, 2025

Her Excellency, Governor Kelly A. Ayotte
 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 **Retroactive** Parking Lease Agreements along Ocean Boulevard in the towns of Hampton and North Hampton, NH, with the attached lessees effective upon Governor and Executive Council approval for the period of April 1, 2024, through October 31, 2024.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from the lessees totaling \$107,479 as listed herein, for Parking Leases for the 2024 season, effective upon Governor and Executive Council approval.

The individual leases for which we are requesting Governor and Council approval are as follows (example agreement with terms and conditions is attached):

2024 Seacoast Parking Lease Rate*				
Lessee	DBA	Parking Lot Location	# of spaces	Total Lease Amount
LCP Hampton Beach Hospitality, LLC	Ashworth by the Sea	Ocean Blvd, Hampton NH	14	\$30,912
DMZ, Inc.	Breakers by the Sea	Ocean Blvd, Hampton NH	18	\$14,481
Harris Seacoast Real Estate	Harris Real Estate	Haverhill Ave and Ocean Blvd, Hampton NH	7	\$12,942
TRD Entertainment Co., LLC	Penthouse at Hampton Beach	Ocean Blvd, Hampton NH	4	\$11,992
Valerie Santilli		Haverhill Ave, Hampton NH	4	\$11,992
Town of North Hampton		Ocean Blvd, N. Hampton NH	20	\$25,160
Total			74	\$107,479

Funds were deposited into the following account:

	<u>FY2024</u>	<u>FY2025</u>
03-35-35-351510-73000000-Agency Income	\$53,739.50	\$53,739.50

EXPLANATION

This request is **Retroactive** because of administrative delays in obtaining and processing supporting documentation. The Division of Parks and Recreation (Division) issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Since the 1950's, when NH Route 1A was widened and the

parking areas in front of the hotels located along Ocean Boulevard/NH Rte. 1A were eliminated, the State has made provisions to lease its parking spaces to those establishments located along Ocean Boulevard that provide oceanfront seasonal, overnight lodging and accommodations to the general public.

The Division offers leased parking spaces in the metered parking lots along Ocean Boulevard. The Division calculates the yearly rate by taking the three-year average per space for the parking lot in which each leased space is located. Additionally, in 2024, the Division offered a 20% discount of the three-year average, which will be reassessed for 2025. The attached document (2024 Parking Lease Rates) provides the documentation for this calculation as well as the total amount due per lease.

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

Respectfully Submitted,



Brian J. Wilson
Director

Concurred,



Sarah L. Stewart
Commissioner



STATE of NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
 Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This “grandfather” provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

To support the day visitor, leases shall not be issued on Ocean Boulevard between Haverhill Avenue and the Ashworth Hotel, and for spaces on the ocean side of all state-owned parking lots except at North Beach Seawall and North Hampton, at the sole discretion of the State.

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in “good standing” with the Secretary of State and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **April 5, 2024, application deadline.**

RATES: The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the lease shall be April 1, 2024, through October 31, 2024,** subject to extended seasonal operations at the discretion of the State.

The Lease Rates are as follows:	2024 RATES (\$ per space*)
1. Hampton Seashell South Seashell to Haverhill Street: Space #'s 200-300	\$2,998.
2. Hampton Seashell North Area 1 Memorial to Church Street S: Space #'s 600-800	\$2,208.
3. Hampton Seashell North Area 2 Church St N to End of Beach: Space #'s 900-1100	\$987.
4. Hampton Seashell North Area 3 End of Beach to Rocky Bend: Space #'s 1200-1300	\$622.
5. North Beach Boars Head to High Street, incl. metered spaces	\$794.
6. North Hampton State Beach	\$1,258.

* Each space shall accommodate one standard passenger vehicle only.

PAYMENTS: 50% of the full lease amount is due no later than June 1, 2024. The final installment is due no later than July 15, 2024. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the “leased” signs and revert the parking space to general public use. **No contract for lease of parking spaces shall be considered executed prior to the State’s signature approval and receipt of the 1st payment.**

SPACE ASSIGNMENT: The State makes a reasonable effort to renew leases and to assign the same spaces yearly, but adjustments shall be made at the discretion of the State whenever necessary. When a lodging business changes ownership, the State does not guarantee that the new owner will be granted a lease for all or any of the parking spaces, or that the location of the parking spaces will remain the same.

ENFORCEMENT: The State shall install “leased” signs; however, the Lessee assumes full responsibility and liability for enforcement, including the towing of illegally parked vehicles in the Lessee’s parking spaces. Unauthorized vehicles parked in a leased space may be ticketed by the State and / or towed by the Lessee at the vehicle owner’s expense.

PROPERTY TAXES DUE: Parking space leases are merely a privilege to use the spaces, and do not represent a real property interest in the land. The Lessee shall be responsible for payment of property taxes on the leased parking spaces to the local municipality.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of a previous Lease Agreement.



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Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed in the "SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES." Additionally, the applicant shall abide by and uphold the following provisions and regulations of this Program:

1. **TERMS OF USE:** The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

2. This Lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
3. The Lease shall be valid only upon signed approval by the Director and receipt of payments.
4. **The period covered by this Lease shall be April 1, 2024, through October 31, 2024.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
5. Payments shall be made payable to "Treasurer, State of New Hampshire." *The Division retains its right to increase the lease rate in the future, in accordance with RSA 216-A:3-g.* **50% of the Total Amount Due shall be paid not later than June 1, 2024. The remaining 50% of the Total Amount Due shall be paid not later than July 15, 2024.**
6. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
7. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be inherited, transferred, re-assigned, sublet or rented to another party without prior written consent from the Director, whose decision shall be final.
8. The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.

9. **The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.**
10. Violation of any terms of the Lease, including the terms for payment and purpose of use, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT - 2024 RECEIVED

MAR 25 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 14 Location(s): 601-611, 673-675 DNCR

Business Name: Ashworth by the Sea, LLC

Name of Business Owner: Glenn Gistic

Name of Authorized Agent: _____

(if applicable)
Daytime Phone: (781) 826-8824

Email: ggistic@linchris.com / jhodge@linchris.com

SEACOAST Property Address: 295 Ocean Blvd Hampton, NH 03842

MAILING Address: 225 Water Street, Suite A-125
(if different from above) Plymouth, MA 02360

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent [Signature] 3/19/2024
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 5, 2024:

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired or has been reissued. Exp. 2-28-29
- I affirm that this business is registered in "Good Standing" with the NH Secretary of State. **Tradename registration is not sufficient documentation that you are a registered to conduct business in NH.**

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE - FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 14 parking spaces to the above business applicant. The assigned parking spaces are identified as:

RATE: \$2,208 X 14 spaces = \$30,912 - TOTAL LEASE AMOUNT

RATE: \$ _____ X _____ spaces = \$ _____ TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: 6/10/24 Amt \$15,456 Ck# 99992089

FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____

Director Brian J. Wilson [Signature] 8/27/24
Div. Parks and Recreation Signature Date

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Glenn Gistis, hereby certify that I am the sole Partner, Member or
(Name)

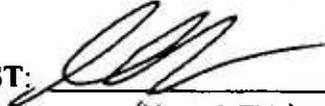
Manager and the sole officer of LCP Hampton Beach Hospitality, LLC a limited liability
partnership

(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. This authorization was in force the date the contract was
signed and shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 10/3/24

ATTEST: 
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LCP HAMPTON BEACH HOSPITALITY, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 03, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 745524

Certificate Number: 0006800357



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed area.

David M. Scanlan
Secretary of State

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton
100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **Y-4836**

This certifies that the building (structure) located at:

295 OCEAN BLVD. (The Ashworth Hotel)

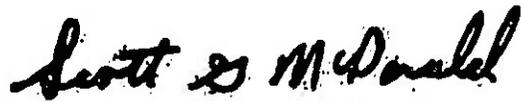
This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified:

STORY (4)	BEDROOMS	PERSONS ACCOMMODATED	Type
North Building	63	252	Hotel
South Building	41	82	

This certificate issued to **LCP HAMPTON BEACH HOSPITALITY, LLC**
269 HANOVER ST., SUITE 2
HANOVER, MA 02339

Conditions of Occupancy:

DATE: 2/28/2019



Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2024

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 Alliant Insurance Services, Inc. 805 SW Broadway Suite 480 Portland OR 97205	CONTACT NAME: A	
	PHONE (A/C, No, Ext): 971-222-3200	FAX (A/C, No): 971-222-3260
E-MAIL ADDRESS: Autumn.farris@Alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Everest National Insurance Com		10120
INSURER B: Everest Denali Insurance Compa		16044
INSURER C: Ohio Casualty Insurance Compan		24074
INSURER D: XL Insurance America, Inc.		24554
INSURER E: Continental Insurance Company		35289
INSURER F: National Union Fire Insurance		19445

COVERAGES **CERTIFICATE NUMBER:** 600148336 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CC1GL00051241	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded3000 <input checked="" type="checkbox"/> Coll Ded3000	Y	Y	CC1CA00047241	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$
								\$
E A C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6080462759 XC2EX00097241 ECO 2557899103 US00099208L124A	4/1/2024 4/1/2024 4/1/2024 4/1/2024	4/1/2025 4/1/2025 4/1/2025 4/1/2025	EACH OCCURRENCE	\$ 99,000,000
							AGGREGATE	\$ 99,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A F E	Liquor Liability Excess Liability	Y	Y	CC1GL00051241 BE014669869 USC035631243	4/1/2024 4/1/2024 4/1/2024	4/1/2025 4/1/2025 4/1/2025	\$1,000,000 \$2,000,000 Included in above	Per Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LCP Hampton Beach, LLC is Additional Named Insured
 Certificate holder is additional insured as respects leased parking lot located at Church Street - Tax Map 274, Lot 4 Hampton NH for Ashworth by the Sea, 295 Ocean Boulevard, Hampton NH 03842.

CERTIFICATE HOLDER NH Department of Natural & Cultural Resources Division of Parks and Recreation Attn: SUP Office 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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PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

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9. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
10. Violation of any terms of the Lease, including the terms for payment and purpose of use, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 19 Location(s): 1141-1150, 1262-1270

Business Name: DMZ, Inc (Breakers By The Sea)

Name of Business Owner: Steven Dumont - Michelle Kuzmicki

Name of Authorized Agent: Steve LeBel
(if applicable)

Daytime Phone: 603 926 7702

Email: info@breakersbythesea.com

SEACOAST Property Address: 409 Ocean Blvd

MAILING Address: Hampton NH 03842
(if different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent [Signature] 27 Mar 24
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 5, 2024:

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired or has been reissued. Has not expired Exp. 10.24.28
- I affirm that this business is registered in "Good Standing" with the NH Secretary of State. Trademark registration is not sufficient documentation that you are a registered to conduct business in NH.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY			
Approval is hereby granted to lease and assign <u>19</u> parking spaces to the above business applicant. The assigned parking spaces are identified as:			
<u>1141 - 1149 and 1262 - 1270</u>			
RATE: \$ <u>987-</u> X	<u>9</u> spaces = \$ <u>8,883-</u>	TOTAL LEASE AMOUNT	
RATE: \$ <u>622-</u> X	<u>9</u> spaces = \$ <u>5,598-</u>	TOTAL LEASE AMOUNT	
FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: _____ Amt \$ _____ Ck# _____			
FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____			
Director Brian J. Wilson <u>[Signature]</u>		<u>8/27/24</u>	
Div. Parks and Recreation Signature		Date	

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Steven Dumont, hereby certify that I am duly elected ~~Clerk/Secretary~~ Officer of
(Name)

DMZ, Inc dba Breakers By the Sea. I hereby certify the following is a true copy of a vote
taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 3 October, 2024
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Steven Dumont, President, Michelle Kuzmicki, Operations Officer,
Stephen Le Bel, Manager (may list more than one person) are
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

DMZ, Inc dba Breakers By the Sea with the State of New Hampshire and any of
(Name of Corporation)

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 signed 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: 3 October 2024

ATTEST: Steven Dumont, President 
(Name & Title)

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of
Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations _____

Certificate of Authority # 2
(Name and Title) (Corporation, Non-Profit Corporation)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that D.M.Z., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 14, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 156562

Certificate Number: 0006794514



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "D. M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826 / Fax 929-2941

Certificate of Occupancy No. **Y-4775**

This certifies that the building (structure) located at:

409 OCEAN BLVD. *Breakers By The Sea*

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY (3)	BEDROOMS	PERSONS ACCOMMODATED	Type
Lower Level Units 15 & 16	Studio	4	MOTEL
Units 18 & 19	Studio	2	
Middle Level Units 8-12; 12A & 14	Studio	2	
Top Level Units 1.7	Studio	2	

This certificate issued to **DMZ INC.**
PO BOX 187
HAMPTON, NH 03843

Conditions of Occupancy:

DATE: 10/24/2018

Scott McDonald

Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2024

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 Relation Insurance Services Select, Inc. 55 Realty Drive, Suite 305 Cheshire CT 06410	CONTACT NAME: Tyshay Taylor PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Tyshay.Taylor@relationinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED DMZ Inc dba Breakers by the Sea PO Box 580 Dracut MA 01826	INSURER A: Union Mutual Fire NAIC # 25860
	INSURER B: Amguard Insurance Company 42390
	INSURER C: SEL - Selective Ins Co of New England 11867
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23/24 COI w/ 24-25 WC **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BOP0199618	12/04/2023	12/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PDOP \$ 100,000
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	DMWC567389	03/24/2024	03/24/2025 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Flood Coverage		FLD 4997265	07/18/2024	07/18/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder NH Department of Natural & Cultural Resources Division of Parks & Recreation are listed as additional insured on the liability policy as required by written contract and or agreement.

CERTIFICATE HOLDER NH Department of Natural & Cultural Resources Division of Parks & ATTN: SUP Office 172 Pembroke Rd Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE of NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
 Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

To support the day visitor, leases shall not be issued on Ocean Boulevard between Haverhill Avenue and the Ashworth Hotel, and for spaces on the ocean side of all state-owned parking lots except at North Beach Seawall and North Hampton, at the sole discretion of the State.

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in "good standing" with the Secretary of State and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **April 5, 2024, application deadline.**

RATES: The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the lease shall be April 1, 2024, through October 31, 2024,** subject to extended seasonal operations at the discretion of the State.

The Lease Rates are as follows:	2024 RATES (\$ per space*)
1. Hampton Seashell South Seashell to Haverhill Street: Space #'s 200-300	\$2,998.
2. Hampton Seashell North Area 1 Memorial to Church Street S: Space #'s 600-800	\$2,208.
3. Hampton Seashell North Area 2 Church St N to End of Beach: Space #'s 900-1100	\$987.
4. Hampton Seashell North Area 3 End of Beach to Rocky Bend: Space #'s 1200-1300	\$622.
5. North Beach Boars Head to High Street, incl. metered spaces	\$794.
6. North Hampton State Beach	\$1,258.

* Each space shall accommodate one standard passenger vehicle only.

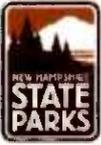
PAYMENTS: 50% of the full lease amount is due no later than June 1, 2024. The final installment is due no later than July 15, 2024. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the "leased" signs and revert the parking space to general public use. No contract for lease of parking spaces shall be considered executed prior to the State's signature approval and receipt of the 1st payment.

SPACE ASSIGNMENT: The State makes a reasonable effort to renew leases and to assign the same spaces yearly, but adjustments shall be made at the discretion of the State whenever necessary. When a lodging business changes ownership, the State does not guarantee that the new owner will be granted a lease for all or any of the parking spaces, or that the location of the parking spaces will remain the same.

ENFORCEMENT: The State shall install "leased" signs; however, the Lessee assumes full responsibility and liability for enforcement, including the towing of illegally parked vehicles in the Lessee's parking spaces. Unauthorized vehicles parked in a leased space may be ticketed by the State and / or towed by the Lessee at the vehicle owner's expense.

PROPERTY TAXES DUE: Parking space leases are merely a privilege to use the spaces, and do not represent a real property interest in the land. The Lessee shall be responsible for payment of property taxes on the leased parking spaces to the local municipality.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of a previous Lease Agreement.



STATE of NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed in the "SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES." Additionally, the applicant shall abide by and uphold the following provisions and regulations of this Program:

1. **TERMS OF USE:** The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

2. This Lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
3. The Lease shall be valid only upon signed approval by the Director and receipt of payments.
4. **The period covered by this Lease shall be April 1, 2024, through October 31, 2024.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
5. Payments shall be made payable to "Treasurer, State of New Hampshire." *The Division retains its right to increase the lease rate in the future, in accordance with RSA 216-A:3-g.* **50% of the Total Amount Due shall be paid not later than June 1, 2024. The remaining 50% of the Total Amount Due shall be paid not later than July 15, 2024.**
6. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
7. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be inherited, transferred, re-assigned, sublet or rented to another party without prior written consent from the Director, whose decision shall be final.
8. The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.

9. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
10. Violation of any terms of the Lease, including the terms for payment and purpose of use, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 7 Location(s): 386, 388, 389, 1160-1163

Business Name: Harris Real Estate

Name of Business Owner: Alex Loiseau

Name of Authorized Agent: Alex Loiseau

(if applicable)
Daytime Phone: 603-926-2100

Email: alex@harrisrealestate.com

SEACOAST Property Address: 395 Ocean Boulevard, Hampton, NH 03842

MAILING Address: _____
(if different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent *Alex Loiseau* 3/19/2024
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 5, 2024:

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if ~~the certificate on record has expired~~ or has been reissued. Exp. 9.8.26, 6.26.27, 1.21.31
- I affirm that this business is registered in "Good Standing" with the NH Secretary of State. Tradename registration is not sufficient documentation that you are a registered to conduct business in NH.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 7 parking spaces to the above business applicant. The assigned parking spaces are identified as:
386, 388, 389 1160, 1161, 1162, 1163

RATE: ~~\$2998~~ X 3 spaces = \$8,994- TOTAL LEASE AMOUNT

RATE: \$981 X 4 spaces = \$3,948- TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: 3/21/24 Amt \$ 12,942- Ck# 5029

FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____

Director Brian J. Wilson *Bjw* 8/27/24
Div. Parks and Recreation Signature Date

Certificate of Authority # 5

(Sole Proprietor)

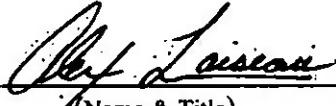
Sole Proprietor Certification of Authority

I, Alex Loiseau, hereby certify that I am the Sole Proprietor
(Name)
of Harris Seacoast Real Estate which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business. This authority was in force the date the contract was signed and **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 9/19/2024

ATTEST:  Owner
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LOISEAU ENTERPRISES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735522

Certificate Number: 0006794061



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **Y-4430**

This certifies that the building (structure) located at:

33 ASHWORTH AVE. (4 UNITS 15, 16, 17 & 18)

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

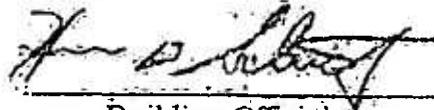
STORY	BEDROOMS	PERSONS ACCOMMODATED	Type
1st Floor			Condo Rental
15	1	3	
16	1	3	
2nd Floor			
17	1	3	
18	1	3	

This certificate issued to **NORMAN BOLYEA**
PO BOX 290
RYE, NH 03871

Conditions of Occupancy:

--

DATE: 9/8/2016



Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **Y-4573**

This certifies that the building (structure) located at:

3-5 BOSTON AVE (REAR - 2 UNITS)

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

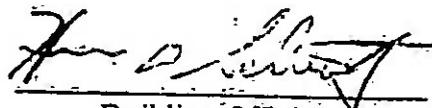
STORY	BEDROOMS	PERSONS ACCOMMODATED	Type
1st Floor	3	6	Duplex Rental
2nd Floor	3	6	

This certificate issued to **CHARLES HARDY**
24 BALDWIN CT.
READING, MA 01867

Conditions of Occupancy:

--

DATE: 6/26/2017


Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **S-5187**

This certifies that the building (structure) located at:

5 BOSTON AVE.

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY (2)	BEDROOMS	PERSONS ACCOMMODATED	Type
1 st Floor	3	7	Duplex Rental
2 nd Floor	2	5	

By conducting site inspections, the structure at the above address has been found to substantially conform to the Town of Hampton's Zoning Ordinances and building codes, and is approved for occupancy. Inspection services are rendered by the Town of Hampton as a public service. By issuing this Certificate of Occupancy, the Town does not guarantee the quality of construction. This certificate should not be relied upon as an indication that the structure is free of defects.

This certificate issued to **HARDY FAMILY RELATY TRUST**
24 BALDWIN LN. EXT.
READING, MA 01867

Conditions of Occupancy:

--

DATE: 1/21/2021



Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.



STATE of NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
 Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

To support the day visitor, leases shall not be issued on Ocean Boulevard between Haverhill Avenue and the Ashworth Hotel, and for spaces on the ocean side of all state-owned parking lots except at North Beach Seawall and North Hampton, at the sole discretion of the State.

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in "good standing" with the Secretary of State and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **April 5, 2024, application deadline.**

RATES: The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the lease shall be April 1, 2024, through October 31, 2024,** subject to extended seasonal operations at the discretion of the State.

The Lease Rates are as follows:	2024 RATES (\$ per space*)
1. Hampton Seashell South Seashell to Haverhill Street: Space #'s 200-300	\$2,998.
2. Hampton Seashell North Area 1 Memorial to Church Street S: Space #'s 600-800	\$2,208.
3. Hampton Seashell North Area 2 Church St N to End of Beach: Space #'s 900-1100	\$987.
4. Hampton Seashell North Area 3 End of Beach to Rocky Bend: Space #'s 1200-1300	\$622.
5. North Beach Boars Head to High Street, incl. metered spaces	\$794.
6. North Hampton State Beach	\$1,258.

* Each space shall accommodate one standard passenger vehicle only.

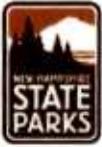
PAYMENTS: 50% of the full lease amount is due no later than June 1, 2024. The final installment is due no later than July 15, 2024. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the "leased" signs and revert the parking space to general public use. No contract for lease of parking spaces shall be considered executed prior to the State's signature approval and receipt of the 1st payment.

SPACE ASSIGNMENT: The State makes a reasonable effort to renew leases and to assign the same spaces yearly, but adjustments shall be made at the discretion of the State whenever necessary. When a lodging business changes ownership, the State does not guarantee that the new owner will be granted a lease for all or any of the parking spaces, or that the location of the parking spaces will remain the same.

ENFORCEMENT: The State shall install "leased" signs; however, the Lessee assumes full responsibility and liability for enforcement, including the towing of illegally parked vehicles in the Lessee's parking spaces. Unauthorized vehicles parked in a leased space may be ticketed by the State and / or towed by the Lessee at the vehicle owner's expense.

PROPERTY TAXES DUE: Parking space leases are merely a privilege to use the spaces, and do not represent a real property interest in the land. The Lessee shall be responsible for payment of property taxes on the leased parking spaces to the local municipality.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of a previous Lease Agreement.



STATE of NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed in the "SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES." Additionally, the applicant shall abide by and uphold the following provisions and regulations of this Program:

1. **TERMS OF USE:** The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

2. This Lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
3. The Lease shall be valid only upon signed approval by the Director and receipt of payments.
4. **The period covered by this Lease shall be April 1, 2024, through October 31, 2024.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
5. Payments shall be made payable to "Treasurer, State of New Hampshire." *The Division retains its right to increase the lease rate in the future, in accordance with RSA 216-A:3-g.* **50% of the Total Amount Due shall be paid not later than June 1, 2024. The remaining 50% of the Total Amount Due shall be paid not later than July 15, 2024.**
6. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
7. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be inherited, transferred, re-assigned, sublet or rented to another party without prior written consent from the Director, whose decision shall be final.
8. The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.

9. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
10. Violation of any terms of the Lease, including the terms for payment and purpose of use, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT - 2024

pr. week # 4184
 MUSA# 0679 ch# 4184
 June 17, 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 4 Location(s): 193 - 194 - 195 - 196

Business Name: TRD ENTERTAINMENT, LLC

Name of Business Owner: TERRY DAIDONE

Name of Authorized Agent: _____
 (if applicable)

Daytime Phone: (954) 461-7415

Email: tdaidone@thepenthouseathamptonbeach.com

SEACOAST Property Address: 81 Ocean Blvd

MAILING Address: 196 Ashworth Ave
 (if different from above) Hampton, NH 03842

RECEIVED
 JUN 18 2024
 ONCR

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent Terry Daidone 6/1/2024
 Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 5, 2024:

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired or has been reissued.
- I affirm that this business is registered in "Good Standing" with the NH Secretary of State. Tradename registration is not sufficient documentation that you are a registered to conduct business in NH.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE - FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 4 parking spaces to the above business applicant. The assigned parking spaces are identified as:
193, 194, 195, 196

RATE: \$2,998 X 4 spaces = \$ 11,992 - TOTAL LEASE AMOUNT

RATE: \$ _____ X _____ spaces = \$ _____ TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: 6/18/24 Amt \$ 11,992 - Ck# 4184

FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____

Director Brian J. Wilson Bjw 8/27/24
 Div. Parks and Recreation Signature Date

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, **Terry Daidone**, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of **TRD Entertainment Co., LLC**, 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. This authorization was in force the date the contract was signed and shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: September 30, 2024

ATTEST:

Terry Daidone
(Name & Title)

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that T.R.D. ENTERTAINMENT CO., LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 23, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 576479

Certificate Number: 0006794411



IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan,
Secretary of State

Penthouse

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **Y-5380**

This certifies that the building (structure) located at:

81 OCEAN BLVD. UNIT 4

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

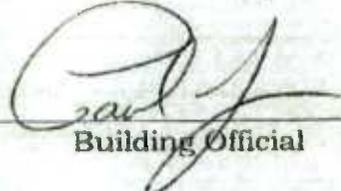
STORY	BEDROOMS	PERSONS ACCOMMODATED	Type
3	3	8	Apartment

By conducting site inspections, the structure at the above address has been found to substantially conform to the Town of Hampton's Zoning Ordinances and building codes and is approved for occupancy. Inspection services are rendered by the Town of Hampton as a public service. By issuing this Certificate of Occupancy, the Town does not guarantee the quality of construction. This certificate should not be relied upon as an indication that the structure is free of defects

This certificate issued to **TERRY DAIDONE**
81 OCEAN BLVD.
HAMPTON, NH 03842

Conditions of Occupancy:

DATE: 4/29/2022


Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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).

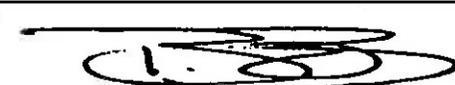
PRODUCER Bean Insurance Agency LLC 151 Winnacunnet Road Hampton, NH 03842	CONTACT NAME: Robert B. Bean	
	PHONE (A/C, No, Ext): (603) 926-3830	FAX (A/C, No): (603) 926-0283
E-MAIL ADDRESS: bob@beaninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nautilus Insurance Company		17370
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PENDING	10/07/2024	10/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED \$
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as Additional Insured
 RE: 81 Ocean Blvd, Hampton NH - State Beach parking lot (spaces 193, 194, 195, and 196)

CERTIFICATE HOLDER NH Department of Natural & Cultural Resources Division of Parks and Recreation Attn: SUP Office 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 
--	---



STATE of NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
 Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

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DEPARTMENT of NATURAL and CULTURAL RESOURCES
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Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

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SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 4 Location(s): 390, 391, 392, 393

Business Name: 10A/10B Havenhill Ave

Name of Business Owner: Valerie Scatilli

Name of Authorized Agent: _____
(if applicable)

Daytime Phone: 800-573-0605

Email: Scatillive@AOL.com

SEACOAST Property Address: 10A/10B Havenhill Ave

MAILING Address: 31 Brunswick Ave
(if different from above) West Hartford, CT 06107

RECEIVED
APR 12 2024
DNCR

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent [Signature] 4/4/2024
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, **DUE BY April 5, 2024:**

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired or has been reissued.

NA I affirm that this business is registered in "Good Standing" with the NH Secretary of State. **Tradename registration is not sufficient documentation that you are a registered to conduct business in NH.**

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 4 parking spaces to the above business applicant. The assigned parking spaces are identified as:

390, 391, 392, 393

RATE: \$ ~~2998~~ X 4 spaces = \$ 11,992 - TOTAL LEASE AMOUNT

RATE: \$ _____ X _____ spaces = \$ _____ TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: 4/12/24 Amt \$ 11,992 Ck# 239

FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____

Director Brian J. Wilson [Signature] 8/27/24
Div. Parks and Recreation Signature Date

**VALERIE C. SANTILLI
135 SOUTH ROAD
FARMINGTON, CONNECTICUT 06032**

October 18, 2024

VIA EMAIL TO: diane.d.hanson@dncr.nh.gov
N.H. Department of Natural & Cultural Resources
Division of Parks and Recreation
Attn: Dee Dee Hanson, Program Specialist
172 Pembroke Road
Concord, New Hampshire 03301

**RE: 10 Haverhill Avenue, Hampton, New Hampshire 03842 ("Property")
Seacoast Parking Lease Program (NH)**

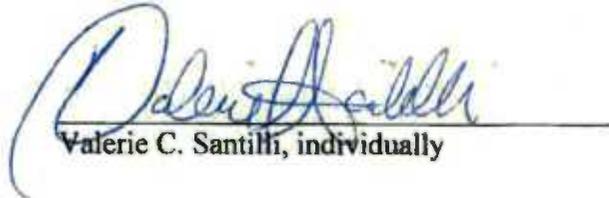
Dear Sir or Madam:

By executing this letter, I hereby attest to the following facts as it relates to the above-referenced Property in the presence of a notary public:

- I hereby confirm that I own the real property and improvements located at 10 Haverhill Avenue, in the Town of Hampton, County of Rockingham, State of New Hampshire, in my individual capacity.
- I hereby confirm that all parking-related arrangements related to the Property that I have with the State of New Hampshire, specifically the N.H. Department of Natural & Cultural Resources, are in my individual capacity.
- I hereby confirm that I do not rent out the Property as a lodging establishment. (Emphasis added).

Executed this 18th day of October, 2024.

Sincerely,



Valerie C. Santilli, individually

[Acknowledgement appears on following page]

STATE OF CONNECTICUT
COUNTY OF HARTFORD

On this 23rd day of October, 2024, before me, the undersigned notary public, personally appeared Valerie C. Santilli, an individual, proved to me through satisfactory evidence of identification, which is personally known to me, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

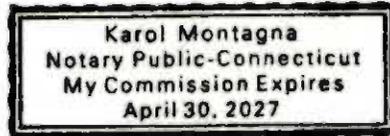


Notary Public Signature

Printed Name: Karol Montagna

My Commission Expires: 04/30/2027

(SEAL)





8&10HAV-01

TSUTHERLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2024

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 Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT Tracey Sutherland NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	E-MAIL Address: trsutherland@acrisure.com
INSURED 8 & 10 Haverhill Ave Condo Assoc. C/O Larry Santilli 135 South Rd Farmington, CT 06032	INSURER(S) AFFORDING COVERAGE	
	INSURER A: General Star Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

NAIC #
37362

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC. OTHER:	X	IMA637268L	5/10/2024	5/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Records Schedule, may be attached if more space is required)
NH Department of Natural & Cultural Resources Division of Parks and Recreation is included as Additional Insured for General Liability when required by written contract or agreement, subject to the terms and conditions of the insurance policy.

CERTIFICATE HOLDER NH Department of Natural & Cultural Resources Division of Parks and Recreation Attn: SUP Office 172 Pembroke Rd Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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STATE of NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
 Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

To support the day visitor, leases shall not be issued on Ocean Boulevard between Haverhill Avenue and the Ashworth Hotel, and for spaces on the ocean side of all state-owned parking lots except at North Beach Seawall and North Hampton, at the sole discretion of the State.

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in "good standing" with the Secretary of State and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **April 5, 2024, application deadline.**

RATES: The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the lease shall be April 1, 2024, through October 31, 2024,** subject to extended seasonal operations at the discretion of the State.

The Lease Rates are as follows:	2024 RATES (\$ per space*)
1. Hampton Seashell South Seashell to Haverhill Street: Space #'s 200-300	\$2,998.
2. Hampton Seashell North Area 1 Memorial to Church Street S: Space #'s 600-800	\$2,208.
3. Hampton Seashell North Area 2 Church St N to End of Beach: Space #'s 900-1100	\$987.
4. Hampton Seashell North Area 3 End of Beach to Rocky Bend: Space #'s 1200-1300	\$622.
5. North Beach Boars Head to High Street, incl. metered spaces	\$794.
6. North Hampton State Beach	\$1,258.

* Each space shall accommodate one standard passenger vehicle only.

PAYMENTS: 50% of the full lease amount is due no later than June 1, 2024. The final installment is due no later than July 15, 2024. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the "leased" signs and revert the parking space to general public use. **No contract for lease of parking spaces shall be considered executed prior to the State's signature approval and receipt of the 1st payment.**

SPACE ASSIGNMENT: The State makes a reasonable effort to renew leases and to assign the same spaces yearly, but adjustments shall be made at the discretion of the State whenever necessary. When a lodging business changes ownership, the State does not guarantee that the new owner will be granted a lease for all or any of the parking spaces, or that the location of the parking spaces will remain the same.

ENFORCEMENT: The State shall install "leased" signs; however, the Lessee assumes full responsibility and liability for enforcement, including the towing of illegally parked vehicles in the Lessee's parking spaces. Unauthorized vehicles parked in a leased space may be ticketed by the State and / or towed by the Lessee at the vehicle owner's expense.

PROPERTY TAXES DUE: Parking space leases are merely a privilege to use the spaces, and do not represent a real property interest in the land. The Lessee shall be responsible for payment of property taxes on the leased parking spaces to the local municipality.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of a previous Lease Agreement.



STATE of NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed in the "SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES." Additionally, the applicant shall abide by and uphold the following provisions and regulations of this Program:

1. **TERMS OF USE:** The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

2. This Lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
3. The Lease shall be valid only upon signed approval by the Director and receipt of payments.
4. **The period covered by this Lease shall be April 1, 2024, through October 31, 2024.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
5. Payments shall be made payable to "Treasurer, State of New Hampshire." *The Division retains its right to increase the lease rate in the future, in accordance with RSA 216-A:3-g. 50% of the Total Amount Due shall be paid not later than June 1, 2024. The remaining 50% of the Total Amount Due shall be paid not later than July 15, 2024.*
6. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
7. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be inherited, transferred, re-assigned, sublet or rented to another party without prior written consent from the Director, whose decision shall be final.
8. The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.

9. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
10. Violation of any terms of the Lease, including the terms for payment and purpose of use, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2024

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 20 Location(s): North Hampton State Beach

Business Name: Town of North Hampton RECEIVED

Name of Business Owner: _____ MAR 25 2024

Name of Authorized Agent: Michael Tully
(If applicable) _____ DNCR
Daytime Phone: 603-964-8087

Email: mtully@northhampton-nh.gov

SEACOAST Property Address: 237A Atlantic Ave., North Hampton
NH 03862

MAILING Address: _____
(If different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent [Signature] 3/20/24
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 5, 2024:

- This signed and completed Parking Lease Application.
- A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired or has been reissued.

NA I affirm that this business is registered in "Good Standing" with the NH Secretary of State. Trademark registration is not sufficient documentation that you are a registered to conduct business in NH.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 20 parking spaces to the above business applicant. The assigned parking spaces are identified as:
8-17 and 34-43

RATE: ~~\$1,258~~ X 20 spaces = \$ 25,160 - TOTAL LEASE AMOUNT

RATE: \$ _____ X _____ spaces = \$ _____ TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2024: Recvd: 3/20/24 Amt \$ 25,160 - Ck# 43388

FINAL PAYMENT of 50% DUE BY JULY 15, 2024: Recvd: _____ Amt \$ _____ Ck# _____

Director Brian J. Wilson [Signature] 8/27/24
Div. Parks and Recreation Signature Date

Certificate of Authority

Town of North Hampton, New Hampshire

Corporate Resolution

I, Janet L. Facella _____, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Town of North Hampton _____. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 25 __, 2024 __,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michael J. Tully _____ (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Town of North Hampton _____ with the State of New Hampshire and any of
(Name of Corporation)

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 signed 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: 10/2/24 _____

ATTEST: Janet L. Facella
(Name & Title)
Admin. Assistant



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862	Member Number: 259	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to the Parking Lease Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources Division of Parks & Recreation 172 Pembroke Road Concord, NH 03301					By: <i>Mary Beth Purcell</i>
					Date: 10/3/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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Participating Member: Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862		Member Number: 259	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Combined Single Limit (Each Accident) \$2,000,000 <input type="checkbox"/> Aggregate \$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources Division of Parks & Recreation 172 Pembroke Road Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 10/3/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax