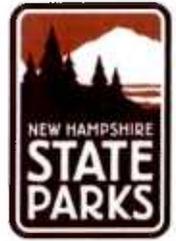




State of New Hampshire  
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
 DIVISION OF PARKS & RECREATION

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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April 14, 2025

Her Excellency, Governor Kelly A. Ayotte  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a Special Use Permit (SUP) with Millennium Running, LLC, Bedford, New Hampshire, (the Permittee) for use of Franconia Notch State Park for their annual White Mountains Triathlon and accept payment in the amount of \$4,990 for upfront SUP fees effective upon Governor and Executive Council approval for the period June 20, 2025, through June 21, 2025.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to accept payment of 5% of the Permittee's gross permitted revenue of which is projected to exceed \$10,000 to be eventually collected and will be determined after the event, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

	<u>FY2025</u>
03-035-035-351510-37020000, <u>State Park Fund</u>	\$4,990 plus 5% gross permit revenue

**EXPLANATION**

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

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

Event financials	
Upfront Special Use Permit	\$4,990.00
Add 5% of gross event revenue of \$115,338.90 (Using 2024 revenue to forecast)	\$5,766.95
<b>Total forecasted event revenue</b>	<b>\$10,756.95</b>

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

Respectfully Submitted,

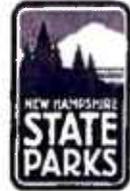
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Sarah L. Stewart  
Commissioner



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



**Special Use Permit Package**

Date Submitted: 7/16/2024

Permit #: DP2025-043

This permit shall be issued to:  
 Millennium Running, LLC ("Permittee")  
 Attn: Mike Peabody  
 138 Bedford Center Rd  
 Bedford, NH 03110  
 (603) 488-1186  
 permits@millenniumrunning.com

Permit Information:  
 DNCR Location: Franconia Notch State Park ("Premises")  
 Primary Location(s): Beach, Launch, RV Campground, Trails & Parking Lot  
 Date(s) & Hours of use: Set Up: 6/20/25 9:00 AM – 6:00 PM  
 Event: 6/21/25 7:00 AM – 4:00 PM  
 Name of Event: Craft White Mountains Triathlon ("Event")  
 Total Participants: 1,000

**Description of Events:**

- The 11<sup>th</sup> Annual White Mountains Triathlon is a fundraising Event, with 10% of the proceeds donated to Adaptive Sports Partners of the North Country. Gross Revenue covers athlete safety first, working closely with multiple law enforcement, police, and medical organizations. Any remaining revenue will be profit for the Permittee.
- The Event is a triathlon competition consisting of three distances: Sprint, Olympic, and Half Iron. The swim takes place at Echo Lake, the bike portion encompasses the surrounding municipalities, and the run portion returns to Franconia Notch State Park to run along the Recreational Trail.
- The fee to participate in the race is listed herein.
- Gross revenue helps to offset the Event expenses; 10% of the revenue will be donated to Adaptive Sports Partners of the North Country, and the rest will be a profit for the Permittee.

**Description of Permit Fees and Document and Reporting Requirements**

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

PERMIT FEES:	AMOUNT:	DATE RECEIVED:
Administrative Fee	\$100.00	
Event Fee	\$600.00	
Electricity Fee	\$20.00 per day	
Facility Fee	\$3,200.00	
Impact Fee	<i>Staff hours are to be billed after the event, as needed.</i>	TBD
5% Gross Revenue Fee	<i>Due no later than 60 days after the Event, 8/17/2025</i>	
Camping Fee	\$1,050.00 (\$50.00 per campsite, per night.)	
<b>REQUIRED DOCUMENTS:</b>		
Certificate(s) of Insurance (COI)	As listed herein	2/5/2025
Certificate of Authority (COA)		
Map & Site Plan	As listed herein: Attachments A & B	7/16/2024
Liquor & Food Licenses	As listed herein	
Income, Expense & Attendance	<i>Due no later than 60 days after the Event, 8/17/2025</i>	TBD

**Section to be completed by Concord HQ**

**TOTAL FEES: \$4990.00 due with the signed permit, plus the 5% gross revenue fee.**

Approved by Jace Wirth, General Manager Date: 3/27/25  
 Approved by Jennifer Karnan, Director of Marketing & Events Date: 3/26/25  
 Approved by Andrew Campbell, Venue Manager Date: 3/26/25  
 Approved by Dee Dee Hanson, Program Specialist Date: 2/10/25

The Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a special use permit ("Permit") for the use of the park with the purpose and specific conditions indicated herein.

Colin S. Capelle, Chief of Staff, as Director's Designee  
 NH Division of Parks and Recreation

4/10/25  
 Date

Please see additional pages for Policy and Specific Requirements.

MP 3/28/25  
 Initials/Date

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

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

**Permittee Name: Millennium Running ("Permittee")**

**Event Names/Dates: White Mountains Triathlon: 6/20/25 - 6/21/25 ("Event")**

**Event-specific conditions and requirements:**

**A. Event Location:**

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

**Franconia Notch State Park ("Premises and Park")**

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

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

- i. The Permittee shall acknowledge that the Premises are a public space, and they shall not restrict or prohibit the availability of the Premises and recreational facilities to others during the Event.
- ii. The Permittee shall contact the Park Contacts as listed above no sooner than 1 (one) week prior to the day of the Event or Event Setup.
- iii. The Permittee shall have access to the Premises as agreed upon between the State and the Permittee in the pre-event meeting. All pre-event access shall be approved by the State no later than the scheduled pre-event meeting(s) between the Onsite contact and the Permittee.
- iv. Permits **non-exclusive** use of Echo Lake.
- v. Permits **non-exclusive** use of the Peabody Lodge Parking Lot.
- vi. Permits **non-exclusive** use of the slope side of the Notch View Lodge.
- vii. Permits **non-exclusive** use of the Recreational Bike Path.
- viii. Permits **exclusive** use of the Canon Mountain RV Campground.

**B. Event Description and Layout:**

1. The Event shall take place on 6/21/25, as listed herein.
  - i. The Event shall begin at 7:00 AM and end at 2:00 PM.
2. Access to Echo Lake Beach shall include:
  - i. The Permittee shall have use of the waterfront area at Echo Lake Beach for the Event from 7:00 AM – 12:00 PM, with clean up and breakdown completed by 5:00 PM on the day of the Event only.
  - ii. If needed, pre-event set-up may be arranged through the State, as agreed upon by the State and the Permittee.
  - iii. The finish line for the Event shall be located at Echo Lake Beach.
3. Access to the RV Cannon Mountain Campground and Echo Lake Beach:
  - i. The Permittee shall be required to pay the standard daily Campground rate as listed on the invoice attached herein.
  - ii. The Permittee shall completely vacate the RV Campground no later than 12:30 PM on the Sunday of the Event. If the Permittee has not completely vacated the campground by this time, they shall pay a \$200.00 penalty fee.
  - iii. The Permittee shall be required to pay a day-use fee for Echo Lake Beach Reservations.
  - iv. The Permittee shall notify the State no later than 11.5 months prior to next year's Event to close the RV sites needed for the Event and the day-use entrance for Echo Lake to avoid booking by the general public.
4. Access to the Recreational (Bike) Path shall include:
  - i. The Permittee shall have access to the Recreational (Bike) Path as agreed upon by the State and the Permittee.
5. The layout shall be as outlined in Attachment A.
6. The Permittee shall be allowed to hold a Summit Social on the Friday prior to the Event.
  - i. The Social shall take place at the summit from 5:30 PM – 7:30 PM.
  - ii. The Permittee shall charge \$30.00 per participant when pre-purchasing or \$40.00 per participant day of the Summit Social. This fee shall include a Cannon Mountain Aerial Tramway round-trip ticket.

MP 3/28/25  
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**NH Department of Natural and Cultural Resources – Division of Parks and Recreation  
Special Use Permit Specific Requirements (continued)**

**C. Event Set-up and Break-down:**

1. The Permittee shall begin set-up for the Event no earlier than 9:00 AM on 6/20/2025 as outlined herein.
2. The Permittee shall be done breaking down the Event, returning the Premises to the condition it was upon arrival no later than 4:00 PM on 6/21/2025, as outlined herein.

**D. Event Fees Charged by the Permittee:**

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

	Individual/Aquabike			Relay			Social	BBQ	Camping
	Sprint	Olympic	Half	Sprint	Olympic	Half			
Tier 1	\$109	\$159	\$259	\$199	\$259	\$359			
Tier 2	\$129	\$179	\$279	\$209	\$279	\$379			
Tier 3	\$149	\$199	\$299	\$229	\$289	\$399			
Tier 4	\$169	\$219	\$319	\$249	\$309	\$419			
Flat							\$30	\$20	\$100

2. 10% of the profit generated by the Event shall be donated to Adaptive Sports Partners.

**E. Event Fees Charged by the State:**

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

**F. Post-Event Documentation:**

1. The Permittee shall complete and submit to the State an "Income, Expense, and Attendance form" as listed herein, no later than sixty (60) days after the last day of the Event, as listed herein.
2. If the purpose of the Event is to gather data related to any Area(s) of the park and/or premises the Permittee shall submit a report of that data no later than sixty (60) days after the last day of the Event, as listed herein.

**G. Camping:**

1. The State shall agree to close camping at the Cannon Mountain RV Campground from 6/20/25 – 6/22/25.
  - i. The Permittee shall reimburse the State for all camping revenue during the site closures as listed on the invoice, herein.
  - ii. The Permittee shall agree that the Cannon Mountain RV Campground shall reopen to the public for camping beginning 6/22/25.
2. The Permittee shall be allowed to offer Cannon Mountain RV Campground sites to its participants for the standard site fee of \$50.00 per night.
  - i. The Permittee shall not be allowed to upsell the sites.
  - ii. All persons camping at the Premises shall be required to follow the camping policies as outlined on the following website as listed, [www.nhstateparks.org/activities/camping](http://www.nhstateparks.org/activities/camping).

**H. Food and Beverage:**

1. The Permittee shall be allowed to offer complimentary food and beverage as well as food and beverage for sale during the Event.
  - i. The Permittee shall agree that if the food vendor is a food truck selling food onsite, this shall be permitted through a separate permit issued by the State to the food vendor directly.
  - ii. The Permittee shall obtain a food license(s) and certificate(s) of insurance from all food vendors and shall submit them to the State with the signed Permit.

MP 3/28/25  
Initial/Date

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

**I. Alcohol:**

1. The Permittee shall be permitted to serve alcohol during the Event.
  - i. The Permittee shall provide the State with proof of host liquor liability insurance above and beyond the standard liability insurance as listed in the Policy.
  - ii. The Permittee shall contact the NH Liquor Commission to obtain all required licenses and documentation.
  - iii. The Permittee shall ensure that all State of NH Liquor Commission laws and regulations are adhered to during the Event.
2. The Permittee shall agree to submit the proof of host liquor liability insurance and the liquor license with the signed Permit.

**J. Third Party Vendors:**

1. The Permittee shall have a food vendor/caterer at the Event as listed herein.
2. The Permittee shall have emergency personnel onsite during the Event.
3. The Permittee shall obtain a copy of the vendor's certificate of liability insurance from all vendors and shall submit them to the State with the signed Permit .

**K. Restrooms and Portable Toilets:**

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

**L. Electricity and Generators:**

1. The Permittee shall have access to electricity during the Event.
2. The Permittee shall, at its own expense, provide a generator for use during the Event.

**M. Amplified Sound and/or DJs:**

1. The Permittee shall be allowed to have amplified sound during the Event.
  - i. All amplified sounds shall be kept at low volume to not disturb the park guests or neighbors.
  - ii. The Permittee shall recognize the Town of Franconia Notch noise ordinance between the hours of 10:00 PM through 7:00 AM.

**N. Event Tents:**

1. The Permittee shall be allowed to install the following tent sizes at the locations as agreed upon by the State and the Permittee:
  - i. One (1) 10' x 10' tent at Echo Lake Beach.
  - ii. Six (6) 10' x 10' tents at the Echo Lake Beach Parking Lot.
  - iii. Six (6) 10' x 10' tents at the grassy area of Echo Lake Beach for the finish area.
2. No tent stakes shall be driven into concrete or pavement.
3. All tents 200 square feet and larger that are erected on the Premises must receive State Fire Marshall and city/town approval.
4. The Permittee shall obtain all required approvals and shall accept all liability in regard to use of the tents, including but not limited to installation, use, and removal.

**O. Tables, Chairs, and Other Equipment:**

1. The Permittee shall be allowed to install a maximum of thirty (30) tables to be self-provided at the Event.

MP 3/28/25  
Initial/Date

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

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**P. Parking:**

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

**Q. Overnight Access:**

1. The Permittee shall be allowed overnight access to the Premises.
2. The Permittee shall agree that the State shall not be held responsible for any damage or theft of equipment left overnight. The responsibility for the equipment shall be solely held by the Permittee.

**Standard conditions and requirements for all Events:**

**R. Headings:**

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

**S. General Permit Requirements:**

1. The Permittee shall not hold the Event unless a fully executed permit is issued.
2. The Permittee shall not use the Premises for any commercial purposes nor sublet or permit its use by any other person or persons, except as may be permitted herein.
3. The Permittee agrees that no trees or shrubs shall be cut, damaged, or used by the Permittee, except as may be permitted herein and with prior DNCR approval.
4. The Division reserves the right to remain in contact with the Permittee if complaints are received regarding the Permittee's use of the Premises. Further, the Division reserves the right to impose further conditions as needed.
5. The Permittee agrees that the Director, Division of Parks and Recreation, or any duly authorized agent, at any time, may examine and inspect all property located and situated on and in these Premises.
6. This permit is not transferable and the Director, Division of Parks and Recreation, may revoke this permit at any time for any reasonable cause.
7. The Division can never guarantee that the site will, at all times, have the capacity to serve the Event or that the conditions of weather will be appropriate for the Event. This is a risk that the Permittee alone must bear.
8. The Permittee shall agree that all precautions shall be taken to ensure that there will be no conflict with recreational users in the area, except as permitted herein.
9. The Permittee shall recognize the Department of Natural and Cultural Resources, Division of Parks and Recreation as host sites for the Event on all publications, promotional materials, and websites.
10. The Permittee shall adhere to all specific requirements and must follow the policy as listed herein.
11. The Permittee shall agree that if they wish to add any elements to the Events as listed herein, an addendum to the permit shall be required. The addendum will only be permitted if the State agrees to the request. Otherwise, the elements of this signed permit shall remain in force.

**T. Pre-Event Requirements:**

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

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

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**U. General Cancellations:**

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

**V. Additional Permitting Requirements:**

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

**W. Trash and Recycling:**

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

**X. Signs, Banners, and Trail Markers:**

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

**Y. Emergency Personnel and Access:**

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

**Z. Photography:**

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

**AA. Grounds and Premises:**

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

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

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**BB. Post-Event Requirements:**

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

**CC. Additional Fees and Penalty Fees:**

1. The Permittee shall reimburse DNCR for all expenses incurred to repair damage or to restore the Premises to pre-event condition as well as all applicable penalty fees incurred as defined herein.
2. The Permittee shall agree to reimburse the State for all staff hours required outside of their normal work schedule.

**CC. Additional Fees and Penalty Fees (continued):**

- i. If applicable, this shall include hours prior to the start of the Event to prepare the Park premises as well as any hours after the Event to shut down the park for the day.
  - ii. The rate shall be \$50 per hour per staff member and payment shall be due upon receipt of invoice.
3. The Permittee also shall reimburse the Division for all applicable penalty fees incurred as defined herein, and payment for penalty fees shall be due upon receipt of the invoice.

**DD. Additional Changes After Permit Execution:**

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

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

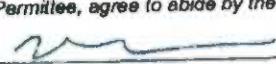
1. The Permittee, including all persons/groups associated with the Special Use Permit (Permit), shall comply with all rules, regulations, and reasonable requests made by the Department of Natural and Cultural Resources (DNCR), the Division of Parks and Recreation (DPR), the park manager and authorized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

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

The Permittee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the permit application. Applications shall not be processed or approved without required proof of insurance. The Certificate Holder shall be listed as follows: State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, 172 Pembroke Road, Concord NH 03301.
6. The Permittee shall indemnify and hold harmless the State, its officers, and employees, concerning liability for bodily injury or property damage caused in whole, or in part, by the Permittee's acts or omissions, or the acts or omissions of those within the Permittee's party, or the acts or omissions of those acting on the Permittee's behalf, to the extent RSA 99-D:1 and 2 do not apply.  

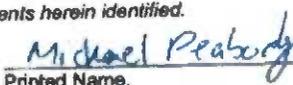
Nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.
7. The use and/or activities conducted by the Permittee shall be limited to the approved use and/or activities identified in the Permit. There shall be no soliciting except as may be permitted.
8. Only the buildings, facilities, specified areas, or resources of the DNCR lands identified in the Permit shall be used for the approved use or activity, and only during the dates and hours so authorized by the Permit. The Permit is not transferrable.
9. The Permittee shall display a copy of the Permit upon request by the park manager or staff on the day of the event.
10. The use or activity, while engaged or executed, shall not unreasonably cause, or contribute to the degradation of the visitor experience, as determined by the authorized DNCR personnel.
11. The use or activity, while engaged or executed, shall not cause environmental or property damage to DNCR lands, facilities, and resources, as determined by the authorized DNCR personnel.
12. All signing, posting, decorating, and set-up shall be appropriate for a family-friendly park and forest environment, subject to the approval of the park manager or authorized personnel.
13. Parking for the event is in designated areas only. Park staff will inform the Permittee of the designated parking areas.
14. The DNCR has a carry-in/carry-out trash policy. All buildings, facilities, specified areas, or resources used for the approved use or activity shall be restored by the Permittee to the same condition in which it was initially found, including removal of all signs, postings, decorations, equipment, and structures, and trash and repairs and/or restoration of State property.
15. Supervision of the use or activity shall be the responsibility of the Permittee.
16. All future permit issuances to the Permittee are contingent upon satisfactory performance of conditions under the Permit.
17. Breach of the Policy or any state park policies will result in the termination of the event at any time before or during the event without refund of any or all fees.
18. DNCR reserves the right to suspend or cancel the event or change the event route should the need to ensure public safety or protect facilities or natural resources arise, such as but not limited to weather conditions, major accidents, or trail conditions.

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

  
Permittee, duly authorized

3/28/25

Date

  
Printed Name.

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

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

JCRJP-040310/08 03/16/18

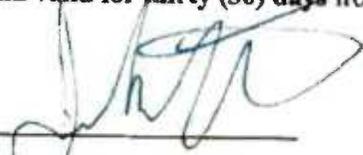
**Limited Partnership or LLC Certification of Authority**

I, John Mortimer, hereby certify that I am a Partner, Member or  
*(Name)*  
Manager and an officer of Millennium Running, LLC a limited liability partnership under  
*(Name of Partnership or LLC)*  
RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability  
company under RSA 304-C.

I further certify that the following individuals currently hold the office or positions  
authorized: Mike Peabody, Chief Operating Officer and is authorized to bind  
*(list individuals holding positions authorized)*  
Millennium Running for contractual obligations.

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

DATED:

  
4/9/25

ATTEST:

John Mortimer, Owner  
*(Name and Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2025

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).

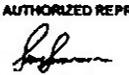
<b>PRODUCER</b> Vaaler Insurance, A Marsh & McLennan Agency LLC Company 2701 S Columbia Rd Grand Forks ND 58201		<b>CONTACT NAME:</b> PHONE (AG, HQ, Ext): 701-775-3131 FAX (AG, HQ): 701-775-4020 E-MAIL: USATRequests@MarshMMA.com ADDRESS: USATRequests@MarshMMA.com	
<b>INSURED</b> USA Triathlon of Colorado As Per The Named Insured Extension Schedule: 5825 Delmonico Drive Colorado Springs CO 80919		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Accredited Surety and Casualty Company Inc	<b>NAIC #</b> 26379
		<b>INSURER B:</b> United States Fire Insurance Company	21113
		<b>INSURER C:</b> Allianz Global Risks US Insurance Company	35300
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1502813324**      **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"/> Participant LL <input checked="" type="checkbox"/> Desig. Event Cap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			1-RSL-CO-17-01538664-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Desig. Event Cap \$20,000,000
A	<input 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			1-RSL-CO-17-01538664-00	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$2,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1-RSL-CO-17-01538665-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B C A	<input type="checkbox"/> Participant Accident <input type="checkbox"/> Excess Liability <input type="checkbox"/> Liquor Liability			US1929940 24ABHX0236 1-RSL-CO-17-01538664-00	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Accident Medical 25,000 Occ/Agg 2,000,000 Occ/Agg 2M/4M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 USA Triathlon of Colorado; USA Triathlon (USAT); USA Triathlon (Ironman); USA Triathlon Foundation  
 USAT Race Directors, Event Owners, Regions, Clubs, Official Sponsors, Committee Members, Race Officials, Volunteers, Lifeguards and Race Participants, Severally as Their Interests may appear in the business of USAT, Functioning on behalf of the named insured or performing in a "sanctioned or Approved Event"  
 The Certificate Holder is included as Additional Insured under General Liability and a Waiver of Subrogation under General Liability applies in favor of the Certificate Holder for work performed by the named insured for the referenced job and/or contract or agreement as required by written contract. The General Liability insurance evidenced by this certificate shall be primary and non-contributory to any other insurance of the certificate holder.  
 Sexual Abuse or Molestation: Each Incident \$2,000,000 Aggregate \$4,000,000  
 See Attached...

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire-DNCR, Division of Parks & Recreation 172 Pembroke Road Concord NH 03301	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 

AGENCY CUSTOMER ID: USATRIA-01

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Vaaler Insurance, A Marsh & McLennan Agency LLC Company		NAMED INSURED USA Triathlon of Colorado As Per The Named Insured Extension Schedule: 5825 Delmonico Drive Colorado Springs CO 80919	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

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

Host Liquor Liability: \$2,000,000  
White Mountains Triathlon | 2025-06-21 | 2025-06-21 | Franconia, NH 03110



5825 Delmonico Drive  
Colorado Springs, CO 80919-2401  
719. 597. 9090  
usatriathlon.org

**May 2, 2025**

**State of New Hampshire  
Division of Parks and Recreation**

**RE: 2025 White Mountains Triathlon**

To Whom It May Concern:

This letter confirms that the 2025 White Mountains Triathlon is a sanctioned event with USA Triathlon. As such, the event is covered under USA Triathlon's event insurance policy and is entitled to all benefits associated with our event sanctioning program.

Thank you for your continued support. Should you have any questions or need additional information, please do not hesitate to contact me directly at [liz.kollar@usatriathlon.org](mailto:liz.kollar@usatriathlon.org).

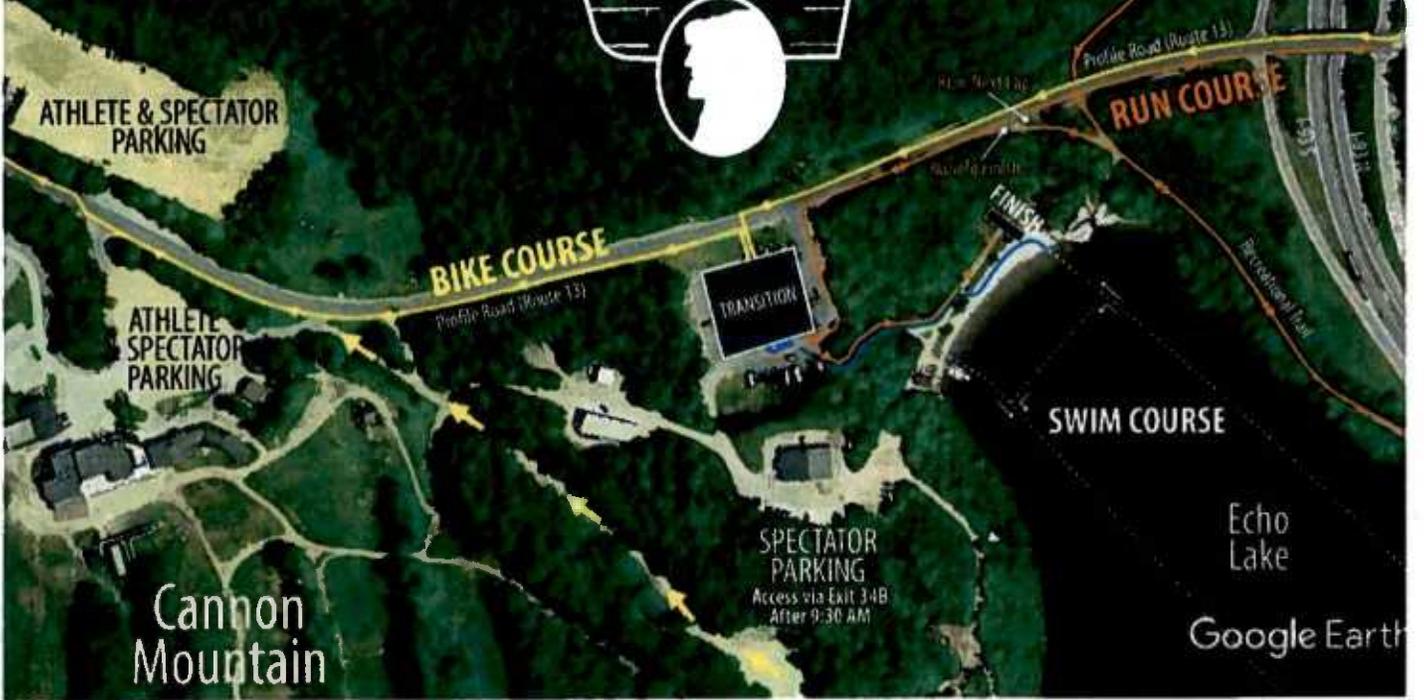
Sincerely,

*Liz Kollar*

**Liz Kollar**  
Director of Constituent Engagement  
USA Triathlon



Attachment A



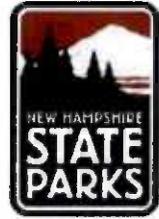
Attachment B





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



February 5, 2025

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

E-mail: [licensing@liquor.nh.gov](mailto:licensing@liquor.nh.gov)

Re: White Mountains Triathlon – Franconia Notch State Park

I have no objections to having alcohol served at Franconia Notch State Park – Echo Lake Beach by Stark Food Truck on June 21, 2025, during Millennium Running's White Mountains Triathlon.

Thank you,

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

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



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



**OFF SITE CATERER – SITE APPROVAL**

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

**OFF SITE CATERER/BUSINESS INFORMATION**

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

**CLIENT INFORMATION**

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

**EVENT/SITE INFORMATION**

Site Owner Name <b>State of New Hampshire</b>	Registered Trade Name or Building/Premises Name (Client) <b>Echo Lake State Beach</b>	Site Type Temp <input checked="" type="radio"/> Perm <input type="radio"/>
Site Street Address <b>2750 Profile Road</b>	City <b>Franconia</b>	State <b>NH</b>
Event Date (mm/dd/yyyy) <b>06/21/2025</b>	Event Start Time (hh:mm am/pm) <b>10:00 AM</b>	Event Finish Time (hh:mm am/pm) <b>4:00 PM</b>
	Building/Site Authorized Capacity <b>600</b>	# of Event Attendees <b>600</b>
Entertainment Yes <input type="radio"/> No <input checked="" type="radio"/>	Entertainment Description <b>Triathlon</b>	
Date Signed by Site Owner <b>7/14/25</b>	Signature of Site Owner 	

**REQUIRED DOCUMENTATION**

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

**ACKNOWLEDGEMENT AND SUBMISSION**

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

Name of Authorized Agent for Applicant/Caterer <b>Peter Telge</b>	Title of Authorized Agent for Applicant/Caterer <b>owner</b>
Date Signed <b>3/24/2025</b>	Signature of Authorized Agent for Applicant/Caterer 

DocuSigned by:  
  
 1888AB50E9B8421

# Event Layout



# Beer Garden Layout

