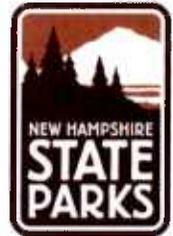




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

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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48

April 23, 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 with the attached lessees effective upon Governor and Executive Council approval for the period of April 1, 2025, through October 31, 2025.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from the lessees totaling \$115,733 as listed herein, for Parking Leases for the 2025 season, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

	<u>FY2025</u>	<u>FY2026</u>
03-35-35-351510-73000000-Agency Income	\$57,866.50	\$57,866.50

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 along Ocean Boulevard. 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, the Division has offered a 10% discount of the three-year average. This discount was 20% in 2024 and in 2026 there will be no discount.

Payment for the lease is broken into two due dates. The first payment of 50% is due June 1, 2025, and the second 50% is due July 15, 2025. If payment is not received by the due date, the Division shall impose a 5% late fee on the balance due and the leased parking space signs are removed until payment is received. It is important to note that some lessees do pay the full amount upfront therefore the above breakdown of FY revenue may differ slightly.

The attached document (2025 Parking Lease Rates) provides the documentation for this calculation as well as the total amount due per lease. The below table identifies the total lease amount per lessee:

2025 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	\$44,083
DMZ, Inc.	Breakers by the Sea	Ocean Blvd, Hampton NH	18	\$14,479
TRD Entertainment Co., LLC	Penthouse at Hampton Beach	Ocean Blvd, Hampton NH	4	\$14,993
8 & 10 Haverhill Ave Condo Assoc	Valerie Santilli	Haverhill Ave, Hampton NH	4	\$14,993
Town of North Hampton		Ocean Blvd, N. Hampton NH	20	\$27,185
Total			60	\$115,733

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

Respectfully submitted,

Sarah L. Stewart
Commissioner



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



Seacoast Area Parking Lease Program Application & Agreement

Upon approval by the State, this parking lease shall be issued to:

Property Owner("Lessee"): LCP Hampton Beach Hospitality, LLC
 Business Name: Ashworth by the Sea
 Name of Authorized Agent/Contact: Glenn Gistis
 Property Street Address/Box#: 295 Ocean Boulevard
 City, State, Zip: Hampton Beach, NH 03842
 Daytime Phone #: 781-924-2011
 Email Address: ggistis@linchris.com/jhodge@linchris.com

Description of Use:

- The State must review and approve the Lease request prior to signs being installed.
- If approved by the Director, the Lessee shall have access to the parking spaces, as assigned by the State, from April 1 through October 31 of the current year, unless extended or reduced by the State through written notification.

Requested Number of Spaces: 14
 Parking Lot Name (as listed on attachment): C-Bay
 Requested Parking Space Numbers: 601-611, 673-675

THIS SECTION TO BE COMPLETED BY THE STATE

Approval is hereby granted to lease and assign 14 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
601-611, 673-675	\$3,147.00	14	\$44,058.00

Total Lease Amount Due: \$44,083.00 (includes \$25.00 admin fee)

FIRST PAYMENT OF 50% DUE BY JUNE 1: Received: _____ Amount: _____ Ck#: _____

FINAL PAYMENT OF 50% DUE BY JULY 15: Received: _____ Amount: _____ Ck#: _____

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a Parking Lease ("Lease") for the use of the above parking spaces with the purpose and specific conditions indicated herein.

BWJ _____ 3/11/2025
 Brian J. Wilson, Director, or Authorized Designee Date
 NH Division of Parks and Recreation

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies

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 herein. Additionally, once approved, the applicant shall abide by and uphold the following provisions and regulations of the Seacoast Area Parking Lease Program:

A. Headings:

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

B. Applications:

1. The 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").
2. Lodging establishments interested in renewing a Lease for parking spaces must be a registered business in "good standing" with Secretary of State and shall submit a Lease application, certificate of good standing, and a copy of their certificate of rental occupancy from the Town. All required documents shall be submitted as listed herein.
 - i. Materials must be sent to Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03301, no later than January 31 of the current year.

C. Rates:

1. The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing.
2. Rates are determined by taking a 3-year average of the revenue per spot for each parking area.
3. The current rates are as outlined in Exhibit A: Leased Parking Rates.

D. Lease Terms of Use:

1. 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.
2. The State retains its right to modify or adjust the number of leased spaces and/or the parking operating season as needed and shall notify its Lessees of any changes.
3. The Lease shall be in force from April 1 through October 31 of the current year, unless modified by the State.
4. The Lessee shall agree that no contract for lease of parking spaces shall be considered executed prior to the State's signature approval.

E. Lease Payments:

1. The Lessee shall agree to pay a \$25.00 administrative fee.
2. The Lessee shall agree that 50% of the full Lease amount shall be due no later than June 1 of the current year. The final installment of 50% shall be due no later than July 15 of the current year.
 - i. Payments shall be made payable to "Treasurer, State of New Hampshire."
3. The State reserves its right to increase the Lease rate in the future, in accordance with RSA 216-A:3-g.
4. The Lessee shall agree that if payments are not received by the due dates, the State shall impose a 5% late fee on the balance due. Further, if payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use.
5. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.

F. Space Assignment:

1. The Lessee shall agree that parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee by his/her business patrons only.
2. The Lessee shall agree that each space shall accommodate one standard passenger vehicle only.

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)**

F. Space Assignment (continued):

3. The Lessee shall agree that no lease 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.

G. Lease Space Signs:

1. Following a fully executed Lease Agreement, the State shall install "leased" signs to identify the assigned leased space(s).
 - i. "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.
2. The Lessee shall agree that no signs shall be erected, or improvements made by the Lessee to the State signs provided.

H. Illegal Parking Enforcement:

1. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces.
2. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
3. The Lessee may have an unauthorized vehicle towed at the vehicle owner's expense.

I. Violation of Lease Agreement:

1. The Lessee shall agree that 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.

J. Required Documentation:

1. The Lessee shall agree to provide the State the following documents when submitting their Lease application:
 - i. Certificate of Liability Insurance as listed herein.
 - ii. Certificate of Good Standing with the NH Secretary of State.
 - iii. Certificate of Authority authorizing identifying that the person who signs the lease has the authority to do so on behalf of the Lessee.
 - iv. Certificate of Occupancy from the local municipality.

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises.
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the Lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)**

L. Indemnification:

1. 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.

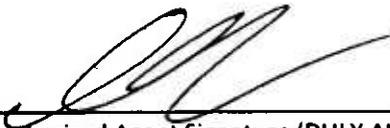
M. Property Taxes Due:

1. The Lessee shall agree that 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 to the local municipality on the leased parking spaces.
2. The Lessee shall agree 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.
3. The Lessee shall agree 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.
4. 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.
5. 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.
6. 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.

N. Leased Space Conditions:

1. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee.
2. 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.

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 (DULY AUTHORIZED)

1/27/25

Date



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



April 18, 2025

Glenn Gistis
Ashworth by the Sea
295 Ocean Boulevard
Hampton Beach, NH 03842

RE: 2025 Seacoast Parking Lease change to Section K: Insurance

Dear Glenn:

This letter serves to alert you of a change in the 2025 Seacoast Parking Lease agreement. On page 3 of the original document, K. Insurance states:

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

The change:

This letter serves to alert you that the State shall not be enforcing Section K. 3. of the original agreement as this provision lacks applicability to this arrangement. Your signature below shall signify your acknowledgement and acceptance of the change to the agreement.

Sincerely,
Dee Dee Hanson, Program Specialist



Glenn Gistis, Ashworth by the Sea

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)

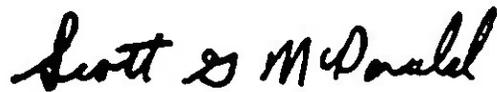
This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

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.

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: 0007159312



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

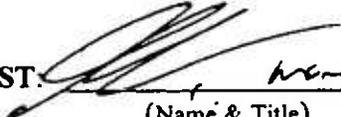
I, Glenn Gistis, hereby certify that I am the sole Partner, Member
or
(Name)

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.

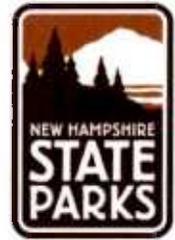
DATED: 2/6/25

ATTEST: 
(Name & Title)



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



Seacoast Area Parking Lease Program Application & Agreement

Upon approval by the State, this parking lease shall be issued to:

Property Owner("Lessee"): DMZ, Inc
 Business Name: Breakers By the Sea
 Name of Authorized Agent/Contact: Steve Le Bel
 Property Street Address/Box#: 409 Ocean Blvd
 City, State, Zip: Hampton, NH, 03874
 Daytime Phone #: 603-926-7702
 Email Address: info@breakersbythesea.com

Description of Use:

- The State must review and approve the Lease request prior to signs being installed.
- If approved by the Director, the Lessee shall have access to the parking spaces, as assigned by the State, from April 1 through October 31 of the current year, unless extended or reduced by the State through written notification.

Requested Number of Spaces: 19, to match the # of rooms on our certificate of occupancy
 Parking Lot Name (as listed on attachment): H-Bay, I-Bay
 Requested Parking Space Numbers: 1141-1150, 1262-1270

THIS SECTION TO BE COMPLETED BY THE STATE

Approval is hereby granted to lease and assign 18 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
114 - 1150	\$740.00	9	\$6,660.00
1262 - 1270	\$866.00	9	\$7,794.00

Total Lease Amount Due: \$14,479.00 (includes \$25.00 admin fee)

FIRST PAYMENT OF 50% DUE BY JUNE 1: Received: _____ Amount: _____ Ck#: _____

FINAL PAYMENT OF 50% DUE BY JULY 15: Received: _____ Amount: _____ Ck#: _____

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a Parking Lease ("Lease") for the use of the above parking spaces with the purpose and specific conditions indicated herein.

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

3/11/25
 Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies

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 herein. Additionally, once approved, the applicant shall abide by and uphold the following provisions and regulations of the Seacoast Area Parking Lease Program:

A. Headings:

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

B. Applications:

1. The 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").
2. Lodging establishments interested in renewing a Lease for parking spaces must be a registered business in "good standing" with Secretary of State and shall submit a Lease application, certificate of good standing, and a copy of their certificate of rental occupancy from the Town. All required documents shall be submitted as listed herein.
 - i. Materials must be sent to Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03301, no later than January 31 of the current year.

C. Rates:

1. The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing.
2. Rates are determined by taking a 3-year average of the revenue per spot for each parking area.
3. The current rates are as outlined in Exhibit A: Leased Parking Rates.

D. Lease Terms of Use:

1. 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.
2. The State retains its right to modify or adjust the number of leased spaces and/or the parking operating season as needed and shall notify its Lessees of any changes.
3. The Lease shall be in force from April 1 through October 31 of the current year, unless modified by the State.
4. The Lessee shall agree that no contract for lease of parking spaces shall be considered executed prior to the State's signature approval.

E. Lease Payments:

1. The Lessee shall agree to pay a \$25.00 administrative fee.
2. The Lessee shall agree that 50% of the full Lease amount shall be due no later than June 1 of the current year. The final installment of 50% shall be due no later than July 15 of the current year.
 - i. Payments shall be made payable to "Treasurer, State of New Hampshire."
3. The State reserves its right to increase the Lease rate in the future, in accordance with RSA 216-A:3-g.
4. The Lessee shall agree that if payments are not received by the due dates, the State shall impose a 5% late fee on the balance due. Further, if payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use.
5. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.

F. Space Assignment:

1. The Lessee shall agree that parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee by his/her business patrons only.
2. The Lessee shall agree that each space shall accommodate one standard passenger vehicle only.

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)

F. Space Assignment (continued):

3. The Lessee shall agree that no lease 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.

G. Lease Space Signs:

1. Following a fully executed Lease Agreement, the State shall install "leased" signs to identify the assigned leased space(s).
 - i. "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.
2. The Lessee shall agree that no signs shall be erected, or improvements made by the Lessee to the State signs provided.

H. Illegal Parking Enforcement:

1. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces.
2. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
3. The Lessee may have an unauthorized vehicle towed at the vehicle owner's expense.

I. Violation of Lease Agreement:

1. The Lessee shall agree that 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.

J. Required Documentation:

1. The Lessee shall agree to provide the State the following documents when submitting their Lease application:
 - i. Certificate of Liability Insurance as listed herein.
 - ii. Certificate of Good Standing with the NH Secretary of State.
 - iii. Certificate of Authority authorizing identifying that the person who signs the lease has the authority to do so on behalf of the Lessee.
 - iv. Certificate of Occupancy from the local municipality.

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises.
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the Lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)

L. Indemnification:

1. 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.

M. Property Taxes Due:

1. The Lessee shall agree that 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 to the local municipality on the leased parking spaces.
2. The Lessee shall agree 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.
3. The Lessee shall agree 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.
4. 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.
5. 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.
6. 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.

N. Leased Space Conditions:

1. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee.
2. 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.

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 (DULY AUTHORIZED)

13 January 2025

Date



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



April 18, 2025

Steve Le Bel
Breakers by the Sea
409 Ocean Blvd
Hampton, NH 03842

RE: 2025 Seacoast Parking Lease change to Section K: Insurance

Dear Steve:

This letter serves to alert you of a change in the 2025 Seacoast Parking Lease agreement. On page 3 of the original document, K. Insurance states:

K. Insurance:

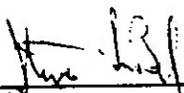
1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

The change:

This letter serves to alert you that the State shall not be enforcing Section K. 3. of the original agreement as this provision lacks applicability to this arrangement. Your signature below shall signify your acknowledgement and acceptance of the change to the agreement.

Sincerely,
Dee Dee Hanson, Program Specialist



Steve Le Bel, Breakers by the Sea
Manager

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.

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



Building Official

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

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: 0007158958



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

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 13 January, 2025.

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: 13 January 2025

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 _____ (Corporation, Non-Profit Corporation)
(list officer titles or position)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2025

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).

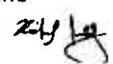
PRODUCER Relation Insurance Services Select, Inc. 55 Realty Drive, Suite 305 Cheshire CT 06410	CONTACT NAME: Tyshay Taylor PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: SelectCerts@relationinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Union Mutual Fire INSURER B: Amguard Insurance Company INSURER C: SEL - Selective Insurance Co. of America INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 PKG **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BOP0199618	12/04/2024	12/04/2025	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 - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					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	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 - 409 Ocean Blvd, Hampton MH 03842-3635		FLD4997265	07/18/2024	07/18/2025	Building \$500,000 Deductible \$50,000	

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 & 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

Seacoast Area Parking Lease Program Application & Agreement

Upon approval by the State, this parking lease shall be issued to:

Property Owner("Lessee"): TRD ENTERTAINMENT LLC
Business Name: PENTHOUSE
Name of Authorized Agent/Contact: TERLY DAIDONE
Property Street Address/Box#: 81 OCEAN BLVD #4 (MAILING: 186 ASHWORTH AVE)
City, State, Zip: HAMPTON, NH 03842
Daytime Phone #: (954) 461-7415
Email Address: tdaidone@mac.com

Description of Use:

- The State must review and approve the Lease request prior to signs being installed.
- If approved by the Director, the Lessee shall have access to the parking spaces, as assigned by the State, from April 1 through October 31 of the current year, unless extended or reduced by the State through written notification.

Requested Number of Spaces: 4 (CPA LOT)
Parking Lot Name (as listed on attachment): CPA LOT
Requested Parking Space Numbers: 193, 194, 195, 196

THIS SECTION TO BE COMPLETED BY THE STATE

Approval is hereby granted to lease and assign 4 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
CPA Lot	\$3,742.00	4	\$14,968

Total Lease Amount Due: \$ *\$14,993.00 (includes \$25.00 admin fee)

FIRST PAYMENT OF 50% DUE BY JUNE 1: Received: _____ Amount: _____ Ck#: _____

FINAL PAYMENT OF 50% DUE BY JULY 15: Received: _____ Amount: _____ Ck#: _____

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a Parking Lease ("Lease") for the use of the above parking spaces with the purpose and specific conditions indicated herein.

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

3/11/2025
Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies

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 herein. Additionally, once approved, the applicant shall abide by and uphold the following provisions and regulations of the Seacoast Area Parking Lease Program:

A. Headings:

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

B. Applications:

1. The 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").
2. Lodging establishments interested in renewing a Lease for parking spaces must be a registered business in "good standing" with Secretary of State and shall submit a Lease application, certificate of good standing, and a copy of their certificate of rental occupancy from the Town. All required documents shall be submitted as listed herein.
 - i. Materials must be sent to Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03301, no later than January 31 of the current year.

C. Rates:

1. The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing.
2. Rates are determined by taking a 3-year average of the revenue per spot for each parking area.
3. The current rates are as outlined in Exhibit A: Leased Parking Rates.

D. Lease Terms of Use:

1. 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.
2. The State retains its right to modify or adjust the number of leased spaces and/or the parking operating season as needed and shall notify its Lessees of any changes.
3. The Lease shall be in force from April 1 through October 31 of the current year, unless modified by the State.
4. The Lessee shall agree that no contract for lease of parking spaces shall be considered executed prior to the State's signature approval.

E. Lease Payments:

1. The Lessee shall agree to pay a \$25.00 administrative fee.
2. The Lessee shall agree that 50% of the full Lease amount shall be due no later than June 1 of the current year. The final installment of 50% shall be due no later than July 15 of the current year.
 - i. Payments shall be made payable to "Treasurer, State of New Hampshire."
3. The State reserves its right to increase the Lease rate in the future, in accordance with RSA 216-A:3-g.
4. The Lessee shall agree that if payments are not received by the due dates, the State shall impose a 5% late fee on the balance due. Further, if payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use.
5. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.

F. Space Assignment:

1. The Lessee shall agree that parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee by his/her business patrons only.
2. The Lessee shall agree that each space shall accommodate one standard passenger vehicle only.

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)

F. Space Assignment (continued):

3. The Lessee shall agree that no lease 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.

G. Lease Space Signs:

1. Following a fully executed Lease Agreement, the State shall install "leased" signs to identify the assigned leased space(s).
 - i. "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.
2. The Lessee shall agree that no signs shall be erected, or improvements made by the Lessee to the State signs provided.

H. Illegal Parking Enforcement:

1. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces.
2. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
3. The Lessee may have an unauthorized vehicle towed at the vehicle owner's expense.

I. Violation of Lease Agreement:

1. The Lessee shall agree that 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.

J. Required Documentation:

1. The Lessee shall agree to provide the State the following documents when submitting their Lease application:
 - i. Certificate of Liability Insurance as listed herein.
 - ii. Certificate of Good Standing with the NH Secretary of State.
 - iii. Certificate of Authority authorizing identifying that the person who signs the lease has the authority to do so on behalf of the Lessee.
 - iv. Certificate of Occupancy from the local municipality.

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises.
2. The Lessee shall identify the State as the Certificate Holder and additional Insured and shall furnish a Certificate of Insurance with the Lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)**

L. Indemnification:

1. 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.

M. Property Taxes Due:

1. The Lessee shall agree that 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 to the local municipality on the leased parking spaces.
2. The Lessee shall agree 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.
3. The Lessee shall agree 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.
4. 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.
5. 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.
6. 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.

N. Leased Space Conditions:

1. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee.
2. 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.

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 (DULY AUTHORIZED)

Date

01/17/2025

BJW/dh - 121824

April 18, 2025

Terry Daidone
TRD Entertainment, LLC
81 Ocean Blvd #4
Hampton, NH 03842

RE: 2025 Seacoast Parking Lease change to Section K: Insurance

Dear Terry:

This letter serves to alert you of a change in the 2025 Seacoast Parking Lease agreement. On page 3 of the original document, K. Insurance states:

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

The change:

This letter serves to alert you that the State shall not be enforcing Section K. 3. of the original agreement as this provision lacks applicability to this arrangement. Your signature below shall signify your acknowledgement and acceptance of the change to the agreement.

Sincerely,
Dee Dee Hanson, Program Specialist

 4/21/25

Terry Daidone, TRD Entertainment, LLC - Penthouse at Hampton

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.

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: 0007159115



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, TERRENCE A. DAIDONE, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of TROG 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: 01/16/2025

ATTEST:


(Name & Title)

TERRENCE A. DAIDONE
TROG ENTERTAINMENT CO., LLC
MGA/ MBR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2025

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).

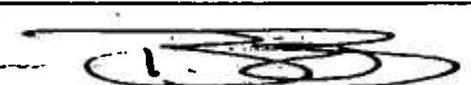
PRODUCER Bean Insurance Agency LLC 151 Winnacunnet Road Hampton, NH 03842	CONTACT NAME: Robert B. Bean PHONE (A/C, No, Ext): (603) 926-3830 FAX (A/C, No): (603) 926-0283 E-MAIL ADDRESS: bob@beaninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED TRD Entertainment Co LLC 186 Ashworth Ave Hampton, NH 03842	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Ohio Security Ins Co	NAIC # 24082
	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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NN1756422	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 - COMP/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 \$
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	XWS64706528	04/20/2024	04/20/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

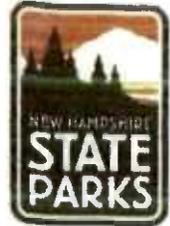
CERTIFICATE HOLDER NH Department of Natural & Cultural Resources Division of Parks and Recreation 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.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



Seacoast Area Parking Lease Program Application & Agreement

Upon approval by the State, this parking lease shall be issued to:

Property Owner("Lessee"): Valerie Santilli
Business Name: _____
Name of Authorized Agent/Contact: _____
Property Street Address/Box#: 10A / 10B Haverhill Ave, Hampton, NH
City, State, Zip: Hampton, NH
Daytime Phone #: 860-573-0605
Email Address: Santillivc@Acl.com

Description of Use:

- The State must review and approve the Lease request prior to signs being installed.
- If approved by the Director, the Lessee shall have access to the parking spaces, as assigned by the State, from April 1 through October 31 of the current year, unless extended or reduced by the State through written notification.

Requested Number of Spaces: 4
Parking Lot Name (as listed on attachment): Haverhill Ave
Requested Parking Space Numbers: 390, 391, 392, 393

THIS SECTION TO BE COMPLETED BY THE STATE

Approval is hereby granted to lease and assign 4 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
390 - 393	\$3,742.00	4	\$14,968.00

Total Lease Amount Due: \$ 14,993.00 (includes \$25.00 admin fee)

FIRST PAYMENT OF 50% DUE BY JUNE 1: Received: 1/28/2025 Amount: \$14,968.00 Ck#: 431

FINAL PAYMENT OF 50% DUE BY JULY 15: Received: _____ Amount: _____ Ck#: _____

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a Parking Lease ("Lease") for the use of the above parking spaces with the purpose and specific conditions indicated herein.

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

3/11/25
Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies

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 herein. Additionally, once approved, the applicant shall abide by and uphold the following provisions and regulations of the Seacoast Area Parking Lease Program:

A. Headings:

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

B. Applications:

1. The 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").
2. Lodging establishments interested in renewing a Lease for parking spaces must be a registered business in "good standing" with Secretary of State and shall submit a Lease application, certificate of good standing, and a copy of their certificate of rental occupancy from the Town. All required documents shall be submitted as listed herein.
 - i. Materials must be sent to Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03301, no later than January 31 of the current year.

C. Rates:

1. The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing.
2. Rates are determined by taking a 3-year average of the revenue per spot for each parking area.
3. The current rates are as outlined in Exhibit A: Leased Parking Rates.

D. Lease Terms of Use:

1. 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.
2. The State retains its right to modify or adjust the number of leased spaces and/or the parking operating season as needed and shall notify its Lessees of any changes.
3. The Lease shall be in force from April 1 through October 31 of the current year, unless modified by the State.
4. The Lessee shall agree that no contract for lease of parking spaces shall be considered executed prior to the State's signature approval.

E. Lease Payments:

1. The Lessee shall agree to pay a \$25.00 administrative fee.
2. The Lessee shall agree that 50% of the full Lease amount shall be due no later than June 1 of the current year. The final installment of 50% shall be due no later than July 15 of the current year.
 - i. Payments shall be made payable to "Treasurer, State of New Hampshire."
3. The State reserves its right to increase the Lease rate in the future, in accordance with RSA 216-A:3-g.
4. The Lessee shall agree that if payments are not received by the due dates, the State shall impose a 5% late fee on the balance due. Further, if payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use.
5. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.

F. Space Assignment:

1. The Lessee shall agree that parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee by his/her business patrons only.
2. The Lessee shall agree that each space shall accommodate one standard passenger vehicle only.

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)**

F. Space Assignment (continued):

3. The Lessee shall agree that no lease 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.

G. Lease Space Signs:

1. Following a fully executed Lease Agreement, the State shall install "leased" signs to identify the assigned leased space(s).
 - i. "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.
2. The Lessee shall agree that no signs shall be erected, or improvements made by the Lessee to the State signs provided.

H. Illegal Parking Enforcement:

1. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces.
2. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
3. The Lessee may have an unauthorized vehicle towed at the vehicle owner's expense.

I. Violation of Lease Agreement:

1. The Lessee shall agree that 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.

J. Required Documentation:

1. The Lessee shall agree to provide the State the following documents when submitting their Lease application:
 - i. Certificate of Liability Insurance as listed herein.
 - ii. Certificate of Good Standing with the NH Secretary of State.
 - iii. Certificate of Authority authorizing identifying that the person who signs the lease has the authority to do so on behalf of the Lessee.
 - iv. Certificate of Occupancy from the local municipality.

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises.
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the Lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

**NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)**

L. Indemnification:

1. 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.

M. Property Taxes Due:

1. The Lessee shall agree that 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 to the local municipality on the leased parking spaces.
2. The Lessee shall agree 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.
3. The Lessee shall agree 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.
4. 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.
5. 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.
6. 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.

N. Leased Space Conditions:

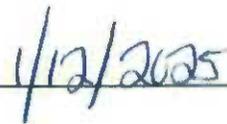
1. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee.
2. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by 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.

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 (DULY AUTHORIZED)

Date





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: 603-271-3559
TDD Access: Relay NH 1-800-733-2964
nhstateparks.org



April 18, 2025

Valerie Santilli
20A/20B Haverhill Ave
Hampton, NH 03842

RE: 2025 Seacoast Parking Lease change to Section K: Insurance

Dear Valerie:

This letter serves to alert you of a change in the 2025 Seacoast Parking Lease agreement. On page 3 of the original document, K. Insurance states:

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - I. One Million Dollars (\$1,000,000) per occurrence
 - II. Two Million Dollars (\$2,000,000) in the aggregate
 - III. One Hundred Thousand Dollars (\$100,000) for damage to rented premises
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - I. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

The change:

This letter serves to alert you that the State shall not be enforcing Section K. 3. of the original agreement as this provision lacks applicability to this arrangement. Your signature below shall signify your acknowledgement and acceptance of the change to the agreement.

Program Specialist

February 6, 2025

TO: Parking Ent. Program

Division of Parks and Recreation

172 Pembroke Road

Concord, NH 03301

RE: Parking lease application, Hampton, NH

I am the owner of units 10A and 10B Haverhill Ave, Hampton, NH. These are non-rental properties.


Valerie Santilli

NOTARY SECTION

State of Connecticut County of Hartford

On this, the 6 day of February, 2025, before me, a notary public, the undersigned officer, personally appeared Valerie Santilli, know to me to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature 

Notary printed Name *Glenda Brewer*

My Commission Expires *4/30/2029*



Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Udenie Scitilli, hereby certify that I am the Sole Proprietor
(Name)
of 104/103 Haverhill Ave 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:

1/12/2025

ATTEST:

Udenie Scitilli
(Name & Title)



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



Seacoast Area Parking Lease Program Application & Agreement

Upon approval by the State, this parking lease shall be issued to:

Property Owner("Lessee"): Town of North Hampton
 Business Name: _____
 Name of Authorized Agent/Contact: Michael Tully
 Property Street Address/Box#: 237A Atlantic Ave
 City, State, Zip: N. Hampton, NH 03862
 Daytime Phone #: 603-964-8087
 Email Address: mtully@northhampton-nh.gov

Description of Use:

- The State must review and approve the Lease request prior to signs being installed.
- If approved by the Director, the Lessee shall have access to the parking spaces, as assigned by the State, from April 1 through October 31 of the current year, unless extended or reduced by the State through written notification.

Requested Number of Spaces: 20
 Parking Lot Name (as listed on attachment): North Hampton State Park
 Requested Parking Space Numbers: _____

THIS SECTION TO BE COMPLETED BY THE STATE

Approval is hereby granted to lease and assign 20 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
No Hampton SP Lot	\$1,358.00	20	\$27,160.00

Total Lease Amount Due: \$ 27,185.00 (includes \$25.00 admin fee)

FIRST PAYMENT OF 50% DUE BY JUNE 1: Received: _____ Amount: _____ Ck#: _____

FINAL PAYMENT OF 50% DUE BY JULY 15: Received: _____ Amount: _____ Ck#: _____

Under authority granted in NH RSA 227-H:9, the Department of Natural and Cultural Resources, Division of Parks and Recreation, grants a Parking Lease ("Lease") for the use of the above parking spaces with the purpose and specific conditions indicated herein.

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

3/11/2025
 Date

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies

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 herein. Additionally, once approved, the applicant shall abide by and uphold the following provisions and regulations of the Seacoast Area Parking Lease Program:

A. Headings:

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

B. Applications:

1. The 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").
2. Lodging establishments interested in renewing a Lease for parking spaces must be a registered business in "good standing" with Secretary of State and shall submit a Lease application, certificate of good standing, and a copy of their certificate of rental occupancy from the Town. All required documents shall be submitted as listed herein.
 - i. Materials must be sent to Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03301, no later than January 31 of the current year.

C. Rates:

1. The State reserves its right to increase its lease rates annually, based upon its current standard parking pricing.
2. Rates are determined by taking a 3-year average of the revenue per spot for each parking area.
3. The current rates are as outlined in Exhibit A: Leased Parking Rates.

D. Lease Terms of Use:

1. 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.
2. The State retains its right to modify or adjust the number of leased spaces and/or the parking operating season as needed and shall notify its Lessees of any changes.
3. The Lease shall be in force from April 1 through October 31 of the current year, unless modified by the State.
4. The Lessee shall agree that no contract for lease of parking spaces shall be considered executed prior to the State's signature approval.

E. Lease Payments:

1. The Lessee shall agree to pay a \$25.00 administrative fee.
2. The Lessee shall agree that 50% of the full Lease amount shall be due no later than June 1 of the current year. The final installment of 50% shall be due no later than July 15 of the current year.
 - i. Payments shall be made payable to "Treasurer, State of New Hampshire."
3. The State reserves its right to increase the Lease rate in the future, in accordance with RSA 216-A:3-g.
4. The Lessee shall agree that if payments are not received by the due dates, the State shall impose a 5% late fee on the balance due. Further, if payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use.
5. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.

F. Space Assignment:

1. The Lessee shall agree that parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee by his/her business patrons only.
2. The Lessee shall agree that each space shall accommodate one standard passenger vehicle only.

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)

F. Space Assignment (continued):

3. The Lessee shall agree that no lease 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.

G. Lease Space Signs:

1. Following a fully executed Lease Agreement, the State shall install "leased" signs to identify the assigned leased space(s).
 - i. "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.
2. The Lessee shall agree that no signs shall be erected, or improvements made by the Lessee to the State signs provided.

H. Illegal Parking Enforcement:

1. The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces.
2. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.
3. The Lessee may have an unauthorized vehicle towed at the vehicle owner's expense.

I. Violation of Lease Agreement:

1. The Lessee shall agree that 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.

J. Required Documentation:

1. The Lessee shall agree to provide the State the following documents when submitting their Lease application:
 - i. Certificate of Liability Insurance as listed herein.
 - ii. Certificate of Good Standing with the NH Secretary of State.
 - iii. Certificate of Authority authorizing identifying that the person who signs the lease has the authority to do so on behalf of the Lessee.
 - iv. Certificate of Occupancy from the local municipality.

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises.
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the Lease application. 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
3. The Lessee shall provide proof of Worker's Compensation Insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

NH Department of Natural and Cultural Resources – Division of Parks and Recreation
Seacoast Area Parking Lease Program Policies (continued)

L. Indemnification:

1. 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.

M. Property Taxes Due:

1. The Lessee shall agree that 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 to the local municipality on the leased parking spaces.
2. The Lessee shall agree 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 72:23-1.
3. The Lessee shall agree 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 72:23-1.
4. 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.
5. 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.
6. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-1 as a result of Lessee's failure to pay said taxes.

N. Leased Space Conditions:

1. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee.
2. 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.

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 (DULY AUTHORIZED)

1/9/25

Date



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



April 18, 2025

Michael Tully
Town of North Hampton
237A Atlantic Ave
North Hampton, NH 03862

RE: 2025 Seacoast Parking Lease change to Section K: Insurance

Dear Michael:

This letter serves to alert you of a change in the 2025 Seacoast Parking Lease agreement. On page 3 of the original document, K. Insurance states:

K. Insurance:

1. The Lessee shall carry and maintain in force general liability insurance coverage in the following amounts:
 - i. One Million Dollars (\$1,000,000) per occurrence
 - ii. Two Million Dollars (\$2,000,000) in the aggregate
 - iii. One Hundred Thousand Dollars (\$100,000) for damage to rented premises
2. The Lessee shall identify the State as the Certificate Holder and additional insured and shall furnish a Certificate of Insurance with the lease application. 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
3. The Lessee shall provide proof of Worker's Compensation insurance.
 - i. If the Lessee does not have employees, a memo stating so must be submitted with Lease Program Agreement.
4. Lease Agreements shall not be processed or approved without required proof of insurance.

The change:

This letter serves to alert you that the State shall not be enforcing Section K. 3. of the original agreement as this provision lacks applicability to this arrangement. Your signature below shall signify your acknowledgement and acceptance of the change to the agreement.

Sincerely,
Dee Dee Hanson, Program Specialist

Michael Tully, Town of North Hampton

Town of North Hampton
(Corporation, Non-Profit Corporation)

Certificate of Authority # 1

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 3/25, 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: 3/10/25

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		
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) <input type="checkbox"/> 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)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> 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	Primex ³ - 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: Mary Beth Powell Date: 1/9/2025 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax