



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

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



February 17, 2026

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 Parking Lease Agreements with the attached lessees effective upon Governor and Executive Council approval for the period of April 1, 2026, through October 31, 2026.
2. Further, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to accept payment from the lessees totaling \$129,326 as listed herein, for Parking Leases for the 2026 season, effective upon Governor and Executive Council approval.

Funds will be deposited into the following account:

	<u>FY2026</u>	<u>FY2027</u>
03-35-35-351510-73000000-Agency Income	\$64,663.00	\$64,663.00

**EXPLANATION**

The Division of Parks and Recreation (Division) has issued parking space leases since the 1950's, when the widening of NH Route 1A eliminated parking areas along Ocean Boulevard. These parking leases are with businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public along Ocean Boulevard.

The parking spaces offered by the Division are 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. Payment for the lease is broken into two payments of 50%; the first payment is due June 1, 2026, and the second payment is due July 15, 2026. The Division charges a \$25.00 administrative fee per lease; \$12.50 of the fee is included in each of the two payments. It is important to note that some lessees do pay the full amount upfront therefore the above breakdown of FY revenue may differ slightly.

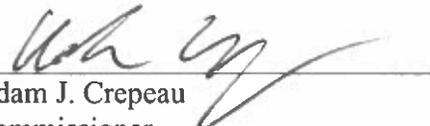
In the event a lease payment is not received by the due date, the Division shall impose a 5% late fee on the balance due and remove the applicable leased parking space sign(s) until payment is received. In the absence of leased parking sign(s) the parking space(s) returns to use by the general public, thus requiring the purchase of parking time by the hour at the then hourly price.

The attached document (Seacoast Parking Lot Names and Fees) provides the documentation for this calculation as well as the total amount due per lease. The table below (2026 Parking Lease Rates) identifies the total lease amount per lessee:

<b>2026 Seacoast Parking Lease Rate</b>				
<b>Lessee</b>	<b>DBA</b>	<b>Parking Lot Location</b>	<b># of spaces</b>	<b>Total Lease Amount</b>
LCP Hampton Beach Hospitality, LLC	Ashworth by the Sea	Ocean Blvd, Hampton NH	11	\$44,278
DMZ, Inc.	Breakers by the Sea	Ocean Blvd, Hampton NH	19	\$18,713
TRD Entertainment Co., LLC	Penthouse at Hampton Beach	Ocean Blvd, Hampton NH	4	\$17,905
8 & 10 Haverhill Ave Condo Assoc	Valerie Santilli	Haverhill Ave, Hampton NH	4	\$17,905
Town of North Hampton		Ocean Blvd, N. Hampton NH	20	\$30,525
<b>Total</b>				<b>\$129,326</b>

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

Respectfully submitted,

  
 Adam J. Crepeau  
 Commissioner

**NH Division of Parks and Recreation  
Seacoast Park Lot Names and Fees**

<b>Parking Lot Name</b>	<b>Space Numbers</b>	<b>2026 Fee Per Space</b>
Haverhill Ave	386 - 395	\$4,470.00
CPA Lot	1- 271	\$4,470.00
C-Bay	601 - 675	\$4,023.00
D-Bay	701 - 749	\$3,462.00
E-Bay	801 - 844	\$1,899.00
F-Bay	901 - 944	\$1,947.00
G-Bay	1001 - 1046	\$1,603.00
H-Bay	1101-1163	\$940.00
I-Bay	1201 - 1272	\$1,032.00
J-Bay	1301 - 1354	\$697.00
North Beach	1401 - 2100	\$1,135.00
North Hampton State Park		\$1,525.00



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 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: Andrew Fare

Property Street Address/Box#: 295 Ocean Boulevard

City, State, Zip: Hampton, NH 03842

Daytime Phone #: 603-926-6762

Email Address: afare@ashworthbythesea.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: 11

Parking Lot Name (as listed on attachment): C-Bay

Requested Parking Space Numbers: 601 -611

**THIS SECTION TO BE COMPLETED BY THE STATE**

Approval is hereby granted to lease and assign 11 parking spaces to the Lessee as listed herein.

Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
601 - 611	\$4,023.00	11	\$44,253.00
Administrative Fee	\$25.00		\$25.00

Total Lease Amount Due including Administrative Fee: \$ 44,278.00

\* FIRST PAYMENT OF 50% DUE BY JUNE 1 \* FINAL PAYMENT OF 50% DUE BY JULY 15

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.

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

1/29/26  
 Date

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

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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, unless otherwise indicated herein.

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

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F. Space Assignment (continued):

3. Tandem parking in any leased space shall be strictly prohibited. Tandem parking means parking in such a manner that one vehicle is parked more or less behind another vehicle, as opposed to the side of the other vehicle. Any vehicle parked in such a manner that it is behind another vehicle may be towed at the owner's expense or be issued a citation and may receive multiple citations if the vehicle remains in violation. To the extent the Lessee tandem parks any vehicle, the Lessee shall be liable to the State for value of the use of an additional parking space for the amount of time such tandem parking occurred, with such value to be calculated in accordance with the same methodologies used in calculating the value of each space leased hereunder.
4. 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 provide the State with a current Certificate of Insurance ("COI") with the requirements listed below.
2. 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.
3. 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

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

**K. Insurance (continued):**

4. Lease Agreements shall not be processed or approved without required proof of insurance.
5. If the COI expires before the end date of this agreement, the Lessee shall provide the State with an updated COI without demand. Failure to do so may result in termination of the agreement.

**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.

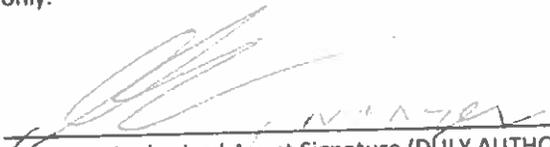
**M. Property Taxes Due:**

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)

1-28-26  
\_\_\_\_\_  
Date

# 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:

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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: 0007672982



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 January A. D. 2026.

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**

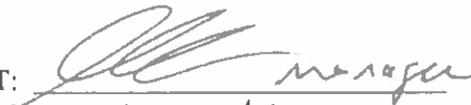
I, Glenn Gistis, hereby certify that I am the sole Partner, Member or  
*(Name)*

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: 1-16-26

ATTEST:   
*(Name & Title)*





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

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 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: Michelle Kuzmicki  
 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  
 Parking Lot Name (as listed on attachment): H-Bay and I-Bay  
 Requested Parking Space Numbers: 1142-1151 (H-Bay), 1264-1272 (I-Bay)

**THIS SECTION TO BE COMPLETED BY THE STATE**

Approval is hereby granted to lease and assign 19 parking spaces to the Lessee as listed herein.

**Assigned Space numbers and Fees:**

Space #'s	Rate	# of Spaces	Total Rate
1142 - 1151	\$940.00	10	\$9,400.00
1264 - 1272	\$1,032.00	9	\$9,288.00
Administrative Fee	\$25.00	19	\$25.00

Total Lease Amount Due including Administrative Fee: \$ 18,713.00

\* FIRST PAYMENT OF 50% DUE BY JUNE 1 \* FINAL PAYMENT OF 50% DUE BY JULY 15

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.

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

1/29/26  
 Date

  
 Initials

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

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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.

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

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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 provide the State with a current Certificate of Insurance ("COI") with the requirements listed below.
2. 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.
3. 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
4. Lease Agreements shall not be processed or approved without required proof of insurance.
5. If the COI expires before the end date of this agreement, the Lessee shall provide the State with an updated COI without demand. Failure to do so, may result in termination of the agreement.

**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

1/7/26

# 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
<b>Lower Level</b> Units 15 & 16	Studio	4	MOTEL
Units 18 & 19	Studio	2	
<b>Middle Level</b> Units 8-12; 12A & 14	Studio	2	
<b>Top Level</b> 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  
 TOWN OF HAMPTON  
 BUILDING DEPARTMENT  
 100 WINNACUNNET ROAD  
 HAMPTON, NH 03842  
 603-929-5826

Fee

100.00

Date Issued

Jun 13, 2025

License/Permit No.

STR-2025-42

Steven Dumont

409 OCEAN BLVD

ADDRESS

Is Hereby Granted a

# Short Term Rental

This license is granted in conformity with the statutes and ordinances relating thereto, and expires on Jun 13, 2030 unless sooner suspended or revoked.

- Conditions (if any): Lower Level  
 Units 15, 16 - Occupancy 4  
 Units 17, 18 and 19 - Occupancy 2  
 Units 8-12, 12A and 14 - Occupancy 2  
 Units 1-7 Occupancy 2

Greg Arvanitis

Paul King

Dennis Howes, Senior Assistant Building Inspector

Digitally Approved By:

Paul King

**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: 0007627426



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of January A.D. 2026.

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

David M. Scanlan  
Secretary of State

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Michelle Kuzmicki, 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 4 January, 2026,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Steven Dumont, President, Michelle Kuzmicki, Operations Officer (may  
list more than one person) is  
*(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: 1/4/26

ATTEST: Michelle Kuzmicki  
*(Name & Title)* Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Relation Insurance Services 55 Realty Drive, Suite 305 Cheshire CT 06410		<b>CONTACT NAME:</b> Commercial Service Team <b>PHONE (AG No. Ext.):</b> <b>FAX (AG No.):</b> <b>E-MAIL ADDRESS:</b> selectcerts@relationinsurance.com	
<b>INSURED</b> DNZ Inc dba Breakers by the Sea PO Box 580 Dracut MA 01826		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Union Mutual Fire	<b>NAIC #</b> 25860
		<b>INSURER B:</b> Anguard Insurance Company	42390
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL25121078354 **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	ADD. SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BOPO199618	12/04/2025	12/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PDOP \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A DMWC653104	03/24/2025	03/24/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)  
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.

<b>CERTIFICATE HOLDER</b> NH Department of Natural & Cultural Resources Division of Parks & ATTN: SUP Office 172 Pembroke Rd Concord NH 03301	<b>CANCELLATION</b> 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"): Terry Daidone, TRD Entertainment Co, LLC  
 Business Name: The Penthouse  
 Name of Authorized Agent/Contact: Terry Daidone  
 Property Street Address/Box#: 81 Ocean Blvd / 186 Ashworth Ave (mailing)  
 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  
 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.

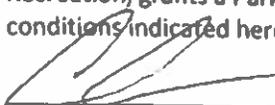
**Assigned Space numbers and Fees:**

Space #'s	Rate	# of Spaces	Total Rate
193, 194, 195, 196	\$4,470.00	4	\$17,880.00
Administrative Fee	\$25.00		\$25.00

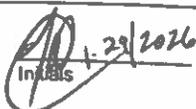
**Total Lease Amount Due including Administrative Fee: \$ 17,905.00**

\* FIRST PAYMENT OF 50% DUE BY JUNE 1 \* FINAL PAYMENT OF 50% DUE BY JULY 15

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.

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

1/29/26  
 Date

  
 Initials 1-29-2026

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

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Under the provisions of RSA 227:14-9 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.

 1-29/2026

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

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**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 provide the State with a current Certificate of Insurance ("COI") with the requirements listed below.
2. 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.
3. 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
4. Lease Agreements shall not be processed or approved without required proof of insurance.
5. If the COI expires before the end date of this agreement, the Lessee shall provide the State with an updated COI without demand. Failure to do so, may result in termination of the agreement.

 1-24/2026

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.

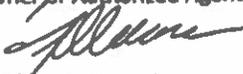
**N. Leased Space Conditions:**

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)

\_\_\_\_\_  
Date 12/19/2025  
1/29/2026

  
CSC/dh - 12122025

# 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: 0007349663



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of December 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, Terry Daidone, hereby certify that I am the sole Partner, Member  
or  
(Name)

Manager and the sole officer of TRD Entertainment Co., LLC a limited liability partnership  
(Name of Partnership or LLC)

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

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

DATED: 01/30/2026

ATTEST: [Signature] MGR/MBR  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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	FAX (A/C, No.): (603) 926-0283	
	PHONE (A/C, No, Ext.): (603) 926-3830	E-MAIL ADDRESS: bob@beaninsurance.com	
INSURED TRD Entertainment Co., LLC dba/The Penthouse 186 Ashworth Ave Hampton, NH 03842	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Lakes Insurance SE	90238	
	INSURER B: Ohio Security Ins Co	24082	
	INSURER C: Evanston Insurance Company	35378	
	INSURER D:		
	INSURER E:		

## 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 BSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	JTA5019273	10/08/2025	10/08/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M Y N/A	XWS64706528	04/20/2025	04/20/2026	PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Liability	Y	XSMP1792825	10/08/2025	10/08/2026	Occurrence	1,000,000
						Aggregate	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

## CANCELLATION

NH Department of Natural & Cultural Resources  
 Division of Parks and Recreation  
 172 Pembroke Road  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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  
 City, State, Zip: Hampton, NH 3842  
 Daytime Phone #: 860-573-0605  
 Email Address: Santillivc@aol.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: 391, 392, 393, 394

**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
391, 392, 393, 394	\$4,470.00	4	\$17,880.00
Administrative Fee	\$25.00		\$25.00

Total Lease Amount Due including Administrative Fee: \$ 17,905.00

\* FIRST PAYMENT OF 50% DUE BY JUNE 1 \* FINAL PAYMENT OF 50% DUE BY JULY 15

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.

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

1/29/26  
 Date



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

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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.

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

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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 provide the State with a current Certificate of Insurance ("COI") with the requirements listed below.
2. 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.
3. 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
4. Lease Agreements shall not be processed or approved without required proof of insurance.
5. If the COI expires before the end date of this agreement, the Lessee shall provide the State with an updated COI without demand. Failure to do so, may result in termination of the agreement.

**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



VALERIE C. SANTILLI  
135 SOUTH ROAD  
FARMINGTON, CONNECTICUT 06032

January \_\_, 2026

**VIA EMAIL TO:** [lisa.t.woods@dncr.nh.gov](mailto:lisa.t.woods@dncr.nh.gov)  
N.H. Department of Natural & Cultural Resources  
Division of Parks and Recreation  
Attn: Lisa M. T. Woods  
172 Pembroke Road  
Concord, NH 03301

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

Dear Sir or Madam:

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

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

Executed this 20 day of January, 2026.

Sincerely,

  
Valerie C. Santilli, individually

[Acknowledgement appears on following page]

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

On this \_\_\_ day of January, 2026, before me, the undersigned notary public, personally appeared Valerie C. Santilli, an individual, proved to me through satisfactory evidence of identification, which is personally known to me, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public Signature

Printed Name: Jenish Kuriemathew

My Commission Expires: 9/30/2030

(SEAL)



JENISH KURIEMATHEW  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMM. EXP. 09/30/2030





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.

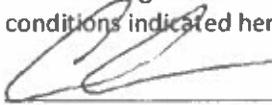
Assigned Space numbers and Fees:

Space #'s	Rate	# of Spaces	Total Rate
8 - 17, 34 - 43	\$1,525.00	20	\$30,500.00
Administrative Fee	\$25.00		\$25.00

Total Lease Amount Due including Administrative Fee: \$ 30,525.00

\* FIRST PAYMENT OF 50% DUE BY JUNE 1 \* FINAL PAYMENT OF 50% DUE BY JULY 15

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.

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

1/29/26  
 Date

  
 Initials

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

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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.

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

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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 provide the State with a current Certificate of Insurance ("COI") with the requirements listed below.
2. 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.
3. 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
4. Lease Agreements shall not be processed or approved without required proof of insurance.
5. If the COI expires before the end date of this agreement, the Lessee shall provide the State with an updated COI without demand. Failure to do so, may result in termination of the agreement.

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

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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

12/29/25

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Janet Facella, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Town of North Hampton 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 Tully may list more than one person) is  
*(Name and Title)* Town Administrator

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: 12/29/25

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



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862	<b>Member Number:</b> 259	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Natural & Cultural Resources Division of Parks & Recreation 172 Pembroke Road Concord, NH 03301			Date: 12/29/2025    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862		<b>Member Number:</b> 259	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
			<input type="checkbox"/> Each Accident	
			<input type="checkbox"/> Disease - Each Employee	
			<input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> 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.				

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Natural & Cultural Resources Division of Parks & Recreation 172 Pembroke Road Concord, NH 03301					<b>By:</b> <i>Mary Beth Purcell</i>
					<b>Date:</b> 12/29/2025    mpurcell@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax