

## RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors (“PDA-DPH”) with an address of 55 International Drive, Portsmouth, NH 03801, under the authority set forth in NH RSA 12-G, grants a Right of Entry (“ROE”) to **Gauron Fisheries, Inc. dba Hampton Harbor Tackle (“HH Tackle”)**, 1 Ocean Blvd., Hampton, NH 03842 to use designated property of the State of New Hampshire, at the **Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH** (the “**Marine Facility**”) solely pursuant to the terms of this ROE and for the following purposes, and for no other uses unless expressly authorized in writing.

This ROE is given subject to the following conditions:

- PREMISES:** An area of land located within the Marine Facility, as shown in the location map attached as **Exhibit A**, which is incorporated herein by reference, for the placement of a 34 x 37 foot +/- wooden frame, single-story building (“**Building**”) owned by HH Tackle (“**Premises**”).
- PURPOSE OF ROE:** To provide a location for the placement of the Building at the Marine Facility to be used for retail sales of bait and tackle directly related to the ROE holder’s business operations at the Marine Facility; no other use of the Premises is permitted.
- PERIOD OF USE:** Period 1-July 1, 2023-April 30, 2024  
Period 2-May 1, 2024-April 30, 2025
- CUSTOMER**
- PARKING FEE:** Period 1-\$5.00 per vehicle  
Period 2-\$5.00 per vehicle, subject to change per year

4. **HH Tackle** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, **HH Tackle** shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. **HH Tackle** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
5. **HH Tackle** agrees that its owners, employees, and agents, who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste the animal excretes or garbage it causes to be scattered on the property.
6. **HH Tackle** is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
7. **HH Tackle** shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
8. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.

must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.

13. All utilities to serve the Premises and the Building shall be at the sole responsibility and cost of **HH Tackle**.
14. **HH Tackle** shall be responsible for regular and routine cleaning of all areas of the Premises, the Building, and equipment where merchandise is stored, prepared or sold. **HH Tackle** shall be responsible for grounds pickup on the Premises and in common areas which are used by **HH Tackle**'s customers. All areas of the Premises, including but not limited to areas behind the Building, shall be maintained in a neat and orderly manner. Cleaning within this ROE shall include the picking up of all waste material and the routine cleaning of equipment, walls, floors, windows, fixtures, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service. **HH Tackle** shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other governmental agency having jurisdiction over such matters. **HH Tackle** shall be responsible for promptly and regularly picking up garbage and rubbish generated by its operations or customers and depositing same at a location at the Marine Facility designated by PDA-DPH.
15. **HH Tackle** agrees to defend and indemnify the State of New Hampshire and PDA-DPH against and from any and all claims, judgments, damages, penalties, fines assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts fees) resulting or arising during the term of this ROE:
  - A. From any condition of the Premises including the Building structure or improvements thereon for which **HH Tackle** has taken possession of hereunder;
  - B. From any breach or default of any obligation on the part of **HH Tackle** to be performed

compliance and PDA-DPH is restricted to the extent allowed under law subject however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch.492:8 as the same may be amended.

18. **HH Tackle** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **HH Tackle** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 15 shall survive termination.
19. PDA-DPH may terminate this ROE by giving **HH Tackle** thirty (30) days advanced written notice of termination in the event of the failure of **HH Tackle's** to perform, keep or observe any of the provisions of this ROE and the failure of **HH Tackle** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **HH Tackle** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice.
20. This ROE may be terminated immediately by PDA-DPH in the event **HH Tackle** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **HH Tackle** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 15 shall survive termination.
21. In the performance of this ROE, **HH Tackle** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **HH Tackle** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **HH Tackle** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **HH Tackle** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for

25. In accordance with Administrative Rule Pda 603.11 (b), **HH Tackle** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
26. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises. Ready to eat, restaurant style food items shall include, but not be limited to, sandwiches, wraps, burgers, hotdogs, soups & chowders, salads, prepared seafood, and such other edible/consumable items sold in conjunction therewith, The determination of what constitutes such food items is in the sole discretion of the PDA-DPH, which determination shall be final.
27. **HH Tackle** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
28. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **HH Tackle** for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **HH Tackle** shall be represented, at a minimum, by one (1) officer/member of the company.
29. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of **HH Tackle**'s operation shall be suspended or abated until and if said Premises, Building, or any party thereof shall have been placed in proper condition for use by **HH Tackle**. PDA-DPH may terminate this contract in the event **HH Tackle** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **HH Tackle** shall remain responsible for the costs of any repair or replacement undertaken by PDA-DPH.

the Premises. **HH Tackle** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time.

34. To the extent applicable, **HH Tackle** agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. **HH Tackle** agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event **HH Tackle** shares a larger parcel of land with lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of **HH Tackle** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **HH Tackle** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **HH Tackle**'s failure to pay said taxes.
35. This ROE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
36. This ROE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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Raeline A. O'Neil

Witness

Raeline A. O'Neil

Paul E. Brean

Paul E. Brean, Executive Director, PDA

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**Gauron Fisheries, Inc. dba Hampton Harbor Tackle**

Date: 6/15/2023

Angel Eaton

Witness Signature

Angel Eaton

Witness Printed Name

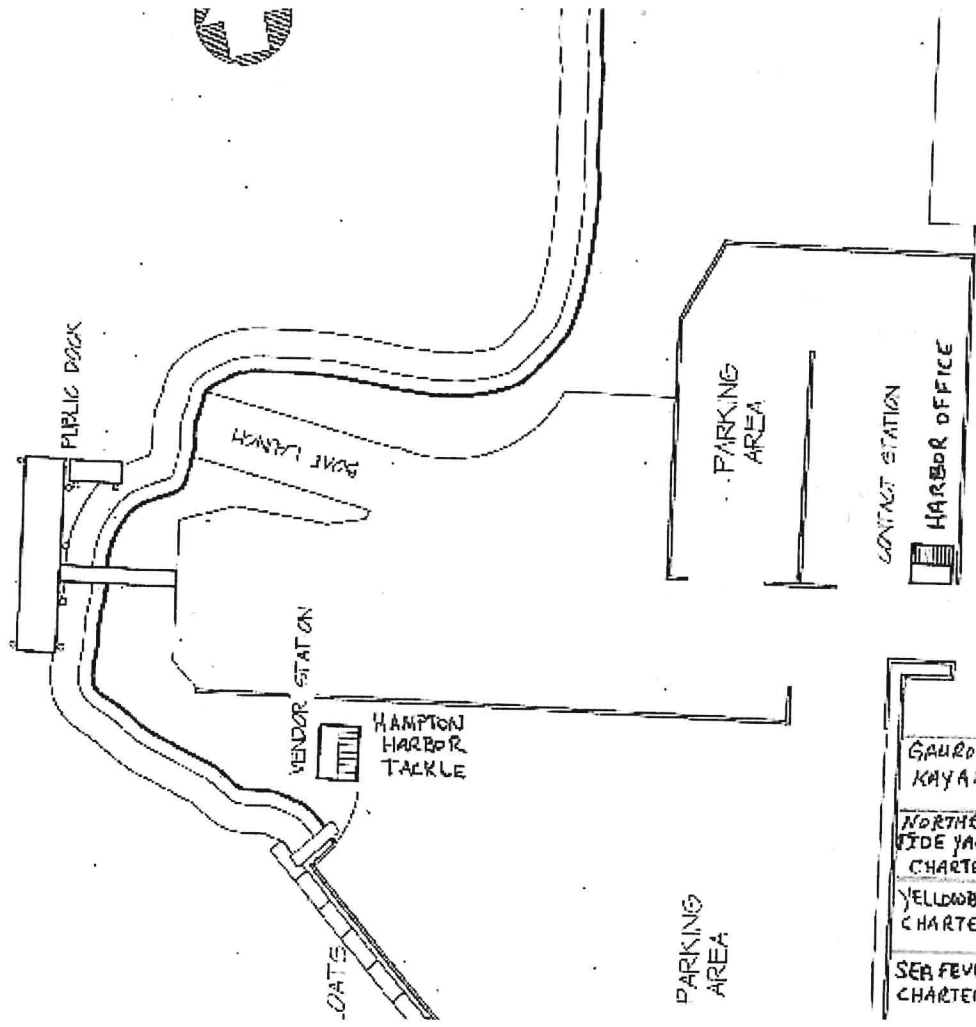
Denise Gauron

Authorized Signature

Denise Gauron

Printed Name/Title

President



GAARDN  
KAYAKS

NORTHERN  
TIDE YACHT  
CHARTERS

YELLOWBIRD  
CHARTERS

SEA FEVER  
CHARTERS

US RTE. 1A

TO HAMPTON BEACH



AN AGENT OF THE COMPANY ("COI") to the Pease Development Authority-Division of Ports and Harbors ("PDA-DPH") before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. ROE holder shall ensure renewal certificates of insurance are on file with PDA-DPH prior to policy expiration dates. Failure to comply with the requirements set forth herein may cause a delay in opening for business on schedule or result in the immediate termination of this contract.

The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Additional Insureds:** State of New Hampshire, Pease Development Authority, and Division of Ports and Harbors, must be named as additional insureds under all liability coverages
5. **Certificate Holder:**  
Pease Development Authority, Division of Ports of Harbors  
555 Market St.  
Portsmouth, NH 03801
6. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
7. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage