

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors (“PDA-DPH”) with an address of 55 International Dr., Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a Right of Entry (ROE) to Jocelyn Marine Services, Inc. (“Jocelyn”) of 159 Bridge Rd., Salisbury, MA 01952, to use property of the State of New Hampshire, at the Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH 03842 (“Premises”) pursuant to the terms of this Right of Entry (ROE) and for the following purposes and for no other uses unless expressly authorized:

- PREMISES: Hampton Harbor Marine Facilities
- PURPOSE: Haul and launch vessels at Hampton Harbor Marine Facility
- PERIOD OF USE: July 1, 2020 through June 30, 2023
- FEE: \$25.00 per haul
\$25.00 per launch
The fee will be collected by Jocelyn to be forwarded to PDA-DPH or paid directly to Hampton Harbor Marine Facility by the vessel owner on the date of the haul or launch. For vessels that have secured and paid for winter storage at the Premises, the launch/haul fee is waived as it is included in the storage fee.

This ROE is given subject to the following conditions:

1. Jocelyn shall be authorized to utilize the Premises for the purpose of hauling and launching vessels to and from harbor waters. Jocelyn use shall be limited based upon seasonal demand of public use of the Premises.
2. Jocelyn use of the premises shall not adversely impact or interfere with the use of the premises by the public or other individuals or entities authorized to use the facilities situated on the premises.
3. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by Jocelyn usage of the premises shall be reimbursed by Jocelyn.
4. The premises’ natural features shall not be altered or disturbed in any way and all areas so altered or disturbed as a result of Jocelyn usage of the premises will be repaired or fully restored by Jocelyn.

5. Jocelyn agrees to collect \$25 per haul and \$25 per launch from the vessel owner and forward to the office of the Premises or by mail to PDA-DPH, 555 Market St., Portsmouth, NH 03801. For vessels that have secured and paid for winter storage at the Premises, the launch/haul fee is waived as it is included in the storage fee.
 6. Jocelyn shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless 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;
 - B. From any breach or default on the part of Jocelyn to be performed pursuant to the terms of this ROE or from any act or omission of Jocelyn or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE on or about the areas (including docks, ramps, gangways and piers) arising out of or incidental to the use, management or control of the area(s) by Jocelyn and activities which are the subject of this ROE.
 7. On or before the effective date of this ROE, Jocelyn shall provide PDA-DPH with a Certificate of Insurance evidencing the existence of a Commercial General Liability insurance policy protecting the parties hereto and naming the State of New Hampshire and PDA-DPH as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, PDA-DPH and Jocelyn in connection with uses authorized under this ROE, when such liability is imposed on account of injury or death of a person or persons or property damage. Said policy 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 per occurrence and \$2,000,000 aggregate, automobile liability insurance in the amount of \$750,000 and workers compensation in accordance with statutory limits as applicable.
 8. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject however to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch.491:8 as the same may be amended.
 9. Jocelyn may terminate this ROE by giving PDA-DPH a thirty (30) day notice in writing. The provisions of paragraph 8 shall survive termination.
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10. This ROE may be terminated by PDA-DPH at any time without cause or in the event of the failure of Jocelyn to correct the default or breach within the time specified by PDA-DPH by giving Jocelyn thirty (30) days written notice of termination. PDA-DPH may terminate this ROE for any other reason upon ninety (90) days advanced written notice of termination. The provisions of paragraph 8 shall survive termination.
11. This ROE may be terminated immediately by PDA-DPH in the event Jocelyn fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health. The provisions of paragraph 8 shall survive termination.
12. In the performance of this ROE, Jocelyn is, in all respects, an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH. Neither Jocelyn nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.
13. In connection with the performance of this ROE, Jocelyn agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which shall impose any obligation or duty on Jocelyn
14. Jocelyn is responsible for obtaining all necessary permits and/or licenses in conjunction with its operation; and upon request, will provide copies of to PDA-DPH.
15. Jocelyn is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
16. This ROE may not be reassigned or transferred without the express written approval of an officer of PDA-DPH.
17. Jocelyn agrees to coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all reasonable requests of said agency and with all applicable rules and regulations of the Premises.


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Jocelyn Marine Services, Inc.
Right of Entry, Hampton
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PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 6/19/20

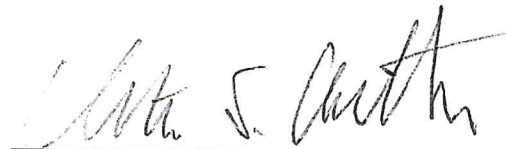
Brenda Therrien
Witness


David R. Mullen, Executive Director, PDA

JOCELYN MARINE SERVICES INC.

Date: _____

Karen Ashworth
Witness Signature


Authorized Signature

Karen Ashworth
Witness Printed Name

Clayton Croberts, Pres
Printed Name/Title
