



RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 55 International Drive, Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a non-exclusive Right of Entry to Independent Boat Haulers, Inc. ("IBH") of P.O. Box 61, Eliot, ME 03903 to use property of the State of New Hampshire (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Rye Harbor Marine Facility, Rye, NH
PURPOSE OF ROE: Use of Landing Facilities and Parking Spaces
PERIOD OF USE: July 1, 2022 through June 30, 2025
FEE: First year, July 1, 2022 to June 30, 2023 - \$3,500.00
July 1, 2023 to June 30, 2024 to be set by April 1, 2023
July 1, 2024 to June 30, 2025 to be set by April 1, 2024

This Right of Entry (the "ROE") is given subject to the following conditions:

1. The term of this ROE shall be from July 1, 2022 through June 30, 2025.
2. IBH shall be authorized to utilize Rye Harbor Marina for the purpose of launching and removing vessels from harbor waters and premises. Use of the Premises shall include launching and short term storage only for the purpose of rigging/de-rigging and minor repair work. Short-term storage shall be defined as a period not to exceed seven (7) consecutive days. IBH is entitled to use thirty (30) parking spaces prior to July 4th and immediately following Labor Day during the term of this Right of Entry. Between July 4 and Labor Day of any given year, IBH use shall be limited based upon seasonal demand and patterns of public use of harbor facilities at the sole discretion of PDA-DPH. PDA-DPH agrees to work cooperatively with IBH to accommodate its needs, during the peak summer season.
3. IBH shall only place vessels for temporary storage in locations approved by PDA-DPH. Locations may vary due to seasonal demand and patterns of public use of harbor facilities. Use of the Premises by IBH during weekends may be limited at the sole discretion of PDA-DPH in order to ensure no interference to the use and access to the Premises by the public. PDA-DPH agrees to work cooperatively with IBH to accommodate its needs, if possible, during such periods of time.
4. IBH 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.
5. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by IBH use of the Premises shall be reimbursed by IBH.

6. The natural features of the Premises will not be altered or disturbed in any way and all areas so altered or disturbed as a result of IBH use of the Premises will be repaired or fully restored by IBH.
7. IBH agrees to pay PDA-DPH the sum of \$3,500.00 for the use of the Premises during the first year, July 1, 2022 to June 30, 2023, of this Right of Entry. Thereafter the fee for the use of the Premises will be set per item 8 of this agreement. All payments shall be made payable to "*Pease Development Authority, Ports and Harbors Fund*" and forwarded to Pease Development Authority at 55 International Drive, Portsmouth, NH 03801. **Said fee shall be payable in two equal installments of \$1,750.00 on or before July 1 (first) and September 1 (first) of each year respectively, and on such dates for each year thereafter at the fee set by PDA-DPH.**
8. PDA-DPH reserves the right to increase fees in connection with this ROE on an annual basis. Notification of fee increases shall be provided on or before May 1 in any given year and shall become effective on July 1 of the same year.
9. IBH is granted a three (3) year term for the ROE subject to IBH staying in full compliance with all terms and conditions of this ROE, including, but not limited to, the full payment of all fees and other charges due hereunder. In no event shall the term of this ROE extend beyond June 30, 2025. IBH shall notify the Division by April 1, 2025 should it wish to request a ROE beyond June 30, 2025.
10. IBH shall 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 any building structure or improvement thereon for which IBH has taken possession of hereunder;
 - B. from any breach or default on the part of IBH to be performed pursuant to the terms of this ROE, or from any act or omission of IBH, 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 ramp and parking areas) arising out of or incidental to the use, management or control of the area(s) by IBH and activities which are the subject of this ROE.
11. On or before the effective date of this ROE, IBH shall provide PDA-DPH with a certificate of insurance evidencing the existence of a Commercial General Liability 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 IBH 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 \$2,000,000.00 per occurrence, automobile liability insurance in the amount of \$1,000,000.00, pollution liability insurance in the amount of \$1,000,000 and evidence of workers compensation coverage to statutory limits, as applicable. Each policy shall include a waiver of subrogation in favor of the State of New Hampshire and PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Insurance provided pursuant to this ROE may not be canceled without providing PDA-DPH with at least thirty (30) days advance written notice by registered mail.

12. 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 and PDA-DPH 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.
13. IBH may cancel this ROE by giving PDA-DPH a thirty (30) day notice in writing.
14. This ROE may be canceled by PDA-DPH in the event of the failure of IBH to perform, keep, and observe any of the conditions of the ROE and the failure of IBH to correct the default or breach within the time specified by PDA-DPH by giving IBH thirty (30) days written notice of cancellation.
15. This ROE may be canceled immediately by PDA-DPH in the event IBH fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health as determined in the sole discretion of PDA-DPH.
16. In the performance of this agreement IBH is in all respects an independent contractor, and is neither an agent nor employee of the State of New Hampshire or PDA-DPH. Neither IBH 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.
17. In connection with the performance of this ROE, IBH 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 IBH.
18. IBH is responsible for obtaining all necessary permits and, if requested to, will provide copies of them to PDA-DPH as required.
19. IBH 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.
20. This ROE may not be assigned or transferred without the express written approval of PDA-DPH.

21. IBH 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 Rye Harbor Marine Facility.

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PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors

Date: June 23, 2022

Baeline A. O'Neil
Witness Signature

Paul E. Brean
Paul E. Brean, Executive Director

Baeline A. O'Neil
Witness Printed Name

INDEPENDENT BOAT HAULERS, INC.

Date: 6/21/22

Dennis Hawker
Witness Signature

John P. Reed
Authorized Signature

Dennis Hawker
Witness Printed Name

Pres.
Printed Name/Title

