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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172. Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

June 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 216-A:3-g and RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a Lease Agreement (Lease) with the Appalachian Mountain Club (AMC) of Boston, Massachusetts, for use of certain State-owned land collectively known as the Lonesome Lake Hut from July 1, 2019, or from the date of Governor and Executive Council approval if said approval occurs after July 1, 2019, until June 30, 2024.
2. Further authorize the Department to accept base payments from the AMC in the amount of \$12,000, payable upon signing, \$13,500 in the second year, and \$15,000 in the third through fifth year, in accordance with the terms of the Lease. The payments will be deposited into the accounting unit #03-35-35-351510-37020000 "State Parks Fund."
3. Further authorize the Department to accept trail work and services from the AMC performed exclusively on state reservations in lieu of an additional payment not to exceed \$20,000 per year, in accordance with the terms of the Lease.

EXPLANATION

In 1965, the State constructed a cabin on Lonesome Lake in Franconia Notch State Park and entered into a lease arrangement with the AMC to occupy and operate the cabin as part of AMC's mountain hut system. In 1979, the State transferred ownership of the cabin to the AMC for the purpose of providing dining and lodging services to the general public.

The NH Department of Revenue Administration completed an appraisal of the value of the site and associated rights. The reported appraised value is in the amount of \$35,000 per year and include an analysis of AMC's revenue obtained from the Lonesome Lake Hut. This Lease collects from the AMC, a combination of a cash base fee and trail work in lieu of payment for the total value of \$35,000 per year. Should the Department begin to charge for parking at the Franconia Notch State Park trailhead parking lots, the AMC would be permitted to offset a portion of their payment by the portion of the parking fees the Department collects from the AMC Lonesome Lake Hut guests who park at the State Park trailhead lots.

The Lease allows the Department to continue this mutually beneficial partnership. The Office of the Attorney General has reviewed and approved the Permit as to form, substance, and execution.

Respectfully submitted,

Sarah L. Stewart
Commissioner

JUN 03 2019



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

LEASE AGREEMENT

Whereas, the State of New Hampshire Department of Natural and Cultural Resources (the "State" and "Department") is responsible for the management of Franconia Notch State Park for the statutory purposes of meeting the recreational needs of the citizens of all regions of the state, making areas accessible for recreational educational and scientific uses, and encouraging and supporting tourism and related economic activity within the state;

Whereas, the Appalachian Mountain Club (the "AMC"), founded in 1876, promotes the protection, enjoyment, and understanding of the mountains, forests, waters, and trails of America's Northeast and Mid-Atlantic regions, believes these resources have intrinsic worth, provides recreational opportunities, spiritual renewal, and ecological and economic health for the region, and because successful conservation depends on active engagement with the outdoors, AMC encourages people to experience, learn about, and appreciate the natural world;

Whereas, the AMC operates a 7 hut system since 1965 in the White Mountain National Forest a day's hike apart providing overnight accommodations, meals and programs to overnight visitors as well as water, bathroom facilities, hiking information, and search and rescue support for day use hikers;

Whereas, the AMC has operated the Lonesome Lake Hut in Franconia Notch State Park since 1929 and has owned the buildings and other improvements on the premises since the 1970's;

Whereas, an appraisal was conducted in 2018 that determined a value of \$35,000 per year for the use of the Premises, storage shed, metal job box, and parking; and

Whereas, the AMC is experienced in performing trail work and providing other services in support of outdoor recreation in the state.

Now therefore, the Department of Natural and Cultural Resources, Division of Parks and Recreation (the "State" and "Department"), through its Director and under the authority granted in RSA 216-A:3-g and RSA 227-H:9, hereby grants a Lease Agreement (the "Lease") to the APPALACHIAN MOUNTAIN CLUB (the "Lessee"), 10 City Square, Boston, MA 02129, to use the below described State property for purposes as follows:

State-owned Assets (collectively, the "State Assets"):

A. The State-owned property and land immediately adjacent to the rustic structures, collectively known as the Lonesome Lake Hut owned by the Lessee and situated on the northwesterly side of Lonesome Lake, identified as Lot No. 15, Range 10, in the Town of Lincoln, New Hampshire, and defined as the "Use Boundary" in Appendix A and referred to herein as "Premises;"

B. Located within the State-owned Lafayette Place Campground in Franconia Notch State Park, the Storage Shed and the Rigid-brand Metal Job Box located behind the Storage Shed, referred to herein as the "Storage Shed" and "Job Box;" and

C. Located within Franconia Notch State Park, up to four (4) parking spaces located at the Lafayette Campground parking lot and specifically designated by the State Park staff, referred to herein as the "Parking Spaces."

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

Purposes of Lease:

The use of the “Premises” is to allow the Lessee to provide overnight accommodations, food services and programs to the general public as part of its high mountain hut system;

Term: To hold aforesaid Premises from July 1, 2019, or from the date of Governor and Executive Council approval if said approval occurs after July 1, 2019, until June 30, 2024, or unless sooner terminated in accordance with this Lease.

Payment: The Lessee shall pay the State a base payment of \$12,000, payable upon signing. The Lessee shall pay the State a base payment of \$13,500 in the second year and \$15,000 in the third through the fifth year of the Lease, due on or before June 30th of each year without demand. Payments made after 30 days from the date due shall incur a 2% late fee on the balance due.

In addition, the AMC shall provide work or services in lieu of payment as follows:

The value of the work in lieu of payment shall be \$20,000 per year based upon the hours of approved work for trail work as more specifically set forth in a work plan. The hourly rate applied to the hours worked shall be the rate established by the New Hampshire Recreational Trail Program for the type of work.

The work shall meet the mission of both State Parks and the AMC; be performed exclusively on state reservations; be completed to Department standards; not have been fully or partially reimbursed through any other sources of state or non-profit, federal grants or funding; not be used to meet or match other contractual obligations to other parties; and, is performed in accordance with an annual work plan approved by the Department.

In the event that the Department is charging for parking at the Falling Waters/Bridle Path and/or Lafayette Place parking lots, the amount of work in lieu of payment required shall be reduced based upon an estimate of the parking revenue paid by overnight guests at Lonesome Lake Hut. In no event will that reduction affect the amount of the base payment. If work completed on State Land as outlined in the annual work plan exceeds the AMC’s \$20,000 per year obligation or reduced obligation based upon changes in parking policy, then AMC can apply that excess to the next year’s work in lieu obligation within the term of the Lease. The AMC is not able to apply this excess to the base payment.

In addition to the above provisions, the Lease is granted under the following conditions:

1. Use of State-owned Assets:

- a. The Lessee shall have the exclusive right to operate overnight accommodations, provide food service, and provide programs to the general public except that the general public shall have the right to day use of the Premises grounds and the right to cross the Premises grounds provided that the general public does unreasonably disturb the Lessee’s quiet enjoyment of the Premises. Pedestrian access is also granted for the Lessee’s guests to access to the Lonesome Lake Hut across established trails in Franconia Notch State Park subject to the rules and regulations of the Department.
- b. The Lessee shall have the exclusive right to use the Storage Shed and the Job Box for the stated purposes described above.
- c. The Lessee shall be assigned up to four (4) parking spaces exclusively for Lessee’s staff use including overnight use, for the above referenced operating purposes. The value of each of the

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

spaces used shall be \$600 per year and shall be included in the \$20,000 work in lieu of payment.

2. The Lessee and all persons using these Premises with the consent of the Lessee shall comply with all laws and regulations of the State of New Hampshire governing State Reservations.
3. The Lessee shall be legally considered as an independent contractor and that neither the Lessee nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall, at no time be legally responsible for any negligence on the part of said Lessee, its servants or agents resulting in either personal or property damage to any individual, firm or corporation. The Lessee shall, at no time be legally responsible for any negligence on the part of the State, its servants or agents resulting in either personal or property damage to any individual, firm or corporation.
4. The Lessee may operate to provide such services to the public at such rates as is its custom, but shall not sublet use of the Premises by any other person or persons without the written permission of the State, or his/her duly authorized agent.
5. The Lessee shall provide to the State Volunteer Coordinator or designee a written work plan and report ("Work Plan") that shall outline by calendar year the Lessee's trail work or services used in lieu of payment, and shall summarize the Lessee's accomplishments for the previous work plans. The State shall review the Work Plan and shall, within 30 days, either approve the plan or request revision and resubmission of the Work Plan for the purpose of allowing the Lessee to address specific comments or objections made by the State, to the satisfaction of the State. The revised Work Plan shall be due to the State within 30 days following the State's request for revision. The State reserves the right to reject any part of a proposed scope of work, but shall provide the basis of its decision in writing.
6. The Lessee shall provide to the State accurate annual attendance figures and financial statements for each annual operating season, including income and expense reports directly related to the use of the Premises. Such reports shall accompany the Lessee's annual base payment made to the State, due no later than June 30th of each year without demand. In addition, the Lessee shall provide a detailed accounting of the work or services performed in lieu of payment for the previous calendar year including but not limited to the type and location of the work or services and the total hours of the work or services performed.
7. The State shall have authority to audit at its expense the Lessee's books and records directly related to this Lease, in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made at such times as the State may deem necessary to protect the State's interests. The Lessee shall have the right to be present during any such audit, and shall timely receive copies of all documents relating to the audit.
8. The Lessee agrees that no wood or timber, except dead or downed trees, which may be used for fuel purposes, shall be cut within the Premises or Franconia Notch State Park for use by the Lessee or anyone using these Premises with the consent of the Lessee, except with the approval of the State, or his/her duly authorized agents. Hazard trees or trees impeding safe airlifting operations may be cut by the Lessee.
9. The Lessee agrees that the State or any of his/her duly authorized agents at any time may examine and inspect any and all property located and situated on and within these Premises. Furthermore, the Lessee agrees to comply with all reasonable requests of the State or any of his/her agents.

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APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

10. The Lessee shall be responsible for all costs associated with the ownership of its Lonesome Lake Hut structures and the Premises, including improvements, painting and grounds keeping. Additionally, the Lessee shall maintain the structures and associated areas in a clean and presentable manner. Any substantial alterations, changes or improvements made to the structures or surrounding grounds must be first approved in writing by the State. The Lessee shall be responsible for all costs associated with maintaining the Storage Shed and Job Box in good, presentable condition suitable in a NH state park environment, as determined by the State. The Lessee shall obtain permission from the State prior to painting and/or altering the Storage Shed or Job Box so as to preserve the NH state park brand.
11. Both parties shall recognize the relationship between the State and Lessee. The Lessee and the State shall ensure that its websites, social media accounts as is practicable, and marketing materials acknowledge and promote the State and Lessee and recognize the relationship between the State and the Lessee under this Lease.
12. The Lessee shall comply with all statutes, laws, regulations, agency administrative rules and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Lessee, including, but not limited to, civil rights and equal opportunity laws. The Lessee shall procure at its sole expense all necessary licenses and permits required in connection with its operations and activities associated with the Lease.
13. This Lease may be amended only by an instrument in writing and signed by both parties.
14. This Lease shall be subject to cancellation by the Director of the Division of Parks and Recreation, through the Commissioner of the Department, in the event of failure of the Lessee to perform, keep and observe any of the conditions of the Lease and the failure of the Lessee to correct the default or breach within a reasonable time specified by the Director of the Division of Parks and Recreation, by giving the Lessee thirty (90) days written notice of cancellation.
15. The Lessee shall at its sole cost and expense and for the mutual benefit of the Lessee and the State carry and maintain the following:
 - a. General Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000). Said insurance shall include personal liability in the amount of One Million Dollars (\$1,000,000) for injuries to any one person and Two Million Dollars (\$2,000,000) for injury to two or more persons and Five Hundred Thousand Dollars (\$500,000) for damage to property, which insurance shall be extended to cover the State in respect to the foregoing indemnification.
 - b. Worker's Compensation insurance covering the employees and volunteers of the Lessee from loss or damage because of liability under the Worker's Compensation Act in amounts as required by law.
 - c. All insurance provided for in this Lease shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire. On the date of execution of this Lease and thereafter not less than fifteen (15) days prior to the expiration dates of policies purchased pursuant to this section originals or copies of all relevant insurance certificates shall be delivered by the Lessee to the State. The comprehensive public liability policy of insurance provided for herein shall name the State and the Lessee as parties insured as their respective interests may appear. The Lessee agrees to maintain insurance as herein provided in full force and effect for the duration of the Lease and will seek an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to

**LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

the State.

16. The Lessee shall defend, indemnify, and hold harmless the State, and its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessee or its subcontractors, agents or assignees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Lease.
17. All property of every kind on the Premises shall be at the sole risk of the Lessee and the State shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property. In case the Premises, or any part thereof, shall, during the said term of this Lease, be destroyed by fire or unavoidable casualty so the same shall be rendered unfit for use and habitation, then, and in such case, the rents hereinbefore reserved or a just proportionate part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until said Premises shall have been put into proper condition for use by the Lessee, or, at the option of the State, the Lease shall be terminated.
18. The Lessee shall be held legally and financially liable for any and all damages, repairs or rehabilitation of the State Assets caused by its operations. The Lessee shall, within 24-hours, report to the State, and restore or repair any and all damages or shall reimburse the State for any and all restoration and repair of State Assets that is performed by the State, resulting from the Lessee's use, or its subcontractors or any and all affiliates, of such State Assets.
19. The State Assets are contracted to the Lessee in "as is" condition. The State shall not be required, responsible, nor obliged to provide any improvements, upgrades, or alterations to the State Assets prior to or during the term of this Lease for the benefit of the Lessee
20. Notwithstanding any provision of this Lease to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds becomes available.
21. The Lessee shall have no authority to bind, obligate, or restrict the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of the Lessee in its performance of its operations. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within or upon the State Assets. This Lease shall not transfer to the Lessee any claim, interest or right held by the State, and the Lessee shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by State.
22. The State reserves its right to restrict or close its lands, facilities, or trails to public use, pursuant to its administrative rules Res 7300, or for other State activities, including but not limited to timber operations.

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APPALACHIAN MOUNTAIN CLUB – LONESOME LAKE HUT**

23. Special Use Permits are required to grant the Lessee permission to hold special events at the State Park that go beyond the routine operating and recreational activities related to the Lonesome Lake Hut and beyond the Lessee's activities granted herein through an approved Work Plan. The Lessee shall apply for a Special Use Permit from the State Park's General Manager or designee, in accordance with the applicable administrative rules and park permitting policies, and all customary fees shall apply.
24. The Lessee shall be responsible for, and pay for, any taxes and other assessment(s) applicable to the Premises. Specifically, the Lessee agrees to hold the State harmless with respect to and agrees to pay in addition to other payments provided herein, the full amount of taxes levied against the Premises subject to this Lease as a consequence of the application of RSA 72:23.1, which provides for taxation of certain State properties used or occupied by persons or entities other than the State, and RSA 78-A, which provides for taxation on certain meals and rooms activities. In the event the Lessee shares a larger parcel of land with other lessees or other concessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Lessee to pay the duly assessed personal, real estate, and meals and rooms taxes when due shall be cause to terminate said Lease by the State. Should the Lessee claim that its real estate and personal property are exempt from taxation by reason of the provision of RSA 72:23, V, and/or claim that its meals and rooms activities are exempt from taxation, the provisions of this section shall not be construed to waive any such claim.
25. No failure by the State to enforce any provisions hereof after any event of default on the part of the Lessee shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Lessee.
26. During the term of this Lease, any extension thereof, or in the event of non-renewal, the State of New Hampshire shall have the right to purchase the Lessee's improvements, to remove them, or to require the Lessee to remove them, at the option of the State. The State shall be obligated to pay an equitable consideration for the improvements, or for the State's removal of the improvements and damages to the improvements resulting from their removal. The Lessee shall be responsible for the cost of removal of the improvements, if undertaken by the Lessee. The amount of consideration shall be fixed by mutual agreement between the State and the Lessee and shall be accepted by the Lessee in full satisfaction of all claims against the State of New Hampshire under this clause. If mutual agreement is not reached, the State of New Hampshire shall determine the amount and if the Lessee is dissatisfied with the amount thus determined to be due the Lessee, the Lessee may first appeal the determination in writing to the Commissioner of the Department. Upon the payment to the Lessee of 75% of the amount fixed by the Commissioner, the right of the State of New Hampshire to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

The parties hereto have set their hands the date herein named.

[SIGNATURE PAGE FOLLOWS.]

LEASE AGREEMENT
APPALACHIAN MOUNTAIN CLUB - LONESOME LAKE HUT

APPALACHIAN MOUNTAIN CLUB

[Signature] 5/31/19
John D. Judge, President Date
Duly Authorized

STATE OF MASS
COUNTY OF Suffolk

On this the 31 day of May, before me, Aloshi Hightower, the undersigned officer, personally appeared John Judge, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

[Signature]
Notary Public

My Commission Expires: 10/3/2025

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

[Signature]
Philip A. Bryce, Director Date 6/5/2019
Division of Parks and Recreation

Concur: [Signature] 6/4/19
Sarah L. Stewart, Commissioner Date
Dept. of Natural and Cultural Resources

Approved as to form, substance and execution:

[Signature] 6/5/19
Attorney General Date

Governor and Executive Council Approved: Date _____ Item # _____

State of New Hampshire

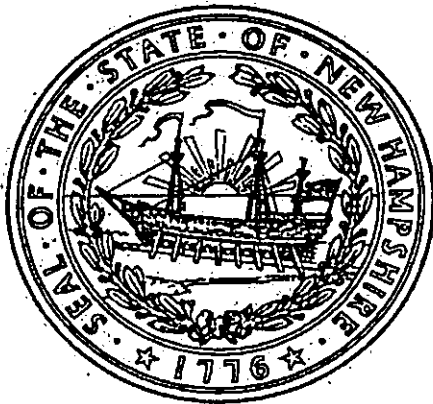
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that APPALACHIAN MOUNTAIN CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 07, 1935. 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: 67046

Certificate Number: 0004520704



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

James Whitley, hereby certify that John Judge is the President of the AMC. I hereby certify that based upon the bylaws of the Appalachian Mountain Club the President of the AMC has within their authority to sign for the Club in all deeds, agreements and other formal instruments.

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 corporation to the specific contract indicated.

DATED: 6/4/2019

ATTEST: Just [Signature]
(Name and Title)
Director of AMC



CERTIFICATE OF CORPORATE RESOLUTION

The Appalachian Mountain Club, a Massachusetts non-profit corporation which is an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code, at a meeting of the Executive Committee of the Board of Directors of this corporation, duly and regularly convened and held on the sixth day of May 2004, at which a quorum for transaction of business was present and acting throughout, duly and regularly adopted the following resolutions, which are still in full force and effect, and appear as follows in the minutes of the meeting:

1. That the Executive Director, Chief Financial Officer, and/or Controller acting individually, is hereby authorized to sell, assign and transfer stock, bonds, evidences of interest, evidences of indebtedness or of other obligations and all other securities, corporate or otherwise now or hereafter held by this corporation in its own right or in any fiduciary capacity, and to execute any and all instruments necessary, proper or desirable for that purpose.
2. The Executive Director, Chief Financial Officer and/or Controller acting individually, is hereby authorized to open and close bank accounts in the name of the Club, to make deposits, endorse and sign checks, to give written, telephonic, electronic or oral instructions with respect to the receipt and disbursement of funds in such accounts and to designate other individuals who shall have authority; and until notified in writing to the contrary, designated banks shall be entitled to rely upon the continuing effect of this vote and of any certificate of the Executive Director, Secretary and/or Assistant Secretary as to the names and tenure of office of the particular persons authorized to draw upon said accounts or otherwise to transact business in the name of the Club with designated banks.
3. Checks drawn for an amount of \$2,500 or greater except those drawn by Major Excursion Leaders must be signed by any two individuals in the group consisting of the Executive Director, Chief Financial Officer, and other designees.
4. That any officer of the Club is hereby authorized to certify this resolution to whom it may concern.
5. This resolution supersedes resolutions previously adopted, and any resolution in accordance herewith is hereby confirmed.

I certify that the foregoing resolution is not contrary to any provision in the by-laws or standing rules of this corporation, and that I have been duly authorized as secretary of this corporation

In witness whereof, I hereunto set my hand and affix the seal of this corporation on this 5th day of January, 2008.


Birgitta C. Dickerson, Secretary



APPAMOU-03

CWOODSIDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2019

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 License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Andrew Denton	
	PHONE (A/C, No, Ext): (781) 792-3208	FAX (A/C, No):
E-MAIL ADDRESS: Andrew.Denton@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: Continental Indemnity Company		28258
INSURER C: Ohio Casualty Insurance Company		24074
INSURER D: Berkshire Hathaway Specialty Insurance Company		
INSURER E:		
INSURER F:		

INSURED


Appalachian Mountain Club
 10 City Square
 Charlestown, MA 02129-3740

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 INSD	SUBR 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 checked="" type="checkbox"/> LOC OTHER:			PHPK1924231	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Host liquor \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1924238	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB660069	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	82-865645-01-12	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Excess Umbrella			ECO1857068561	1/1/2019	1/1/2020	Excess 25,000,000
D	Errors & Omissions/P			47-TEO-166500-01	2/26/2019	2/26/2020	Travel E&O 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event precipitating need for request: AMC Special Use Permit to Operate facilities on State Park Lands
 Date(s) of Event: Repermitting

CERTIFICATE HOLDER NH DNCR - Div. of Parks and Recreation 172 Pembroke Rd Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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