

YAR 43



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

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

January 3, 2017

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

REQUESTED ACTION

Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Parks and Recreation to accept a **RETROACTIVE** payment from Ragnar RTB, LLC of Hopkinton, Massachusetts in the amount of \$12,291 per Special Use Permit granted for the 2016 Reach the Beach Relay race series for the period of September 16, 2016 through September 18, 2016 effective upon Governor and Executive Council approval. Funds will be deposited in the State Parks Fund.

EXPLANATION

The Reach the Beach Relay race took place on September 16 through 18, 2016 with approximately 6,000 participants from across the country. The runners traveled along a 208-mile route starting at Bretton Woods traveling through Crawford Notch, White Lake and Bear Brook State Parks, and then ending at Hampton Beach State Park. The route of this race provided immense exposure to our Park System. In accordance with the Special Use Permit (SUP) issued to Ragnar RTB, LLC for this event, a payment of \$25.50 per team (in this case a total of \$12,291) was due by December 15, 2016. The Department is now seeking retroactive approval for acceptance of this payment as it was unknown at the time the SUP was signed how many teams would participate and what the total amount would be. Upon G&C approval, this payment will be deposited into the State Parks Fund and used to offset expenses and as revenue to support the operations of each of the Parks.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Jeffrey J. Rose
Commissioner

PAB/dh

Attachments

RAGNAR RTB, LLC
12 SOUTH 400 WEST, SUITE 200
SALT LAKE CITY, UT 84101

BANK OF AMERICA, NA
MERRILL LYNCH ACCOUNT NUMBER

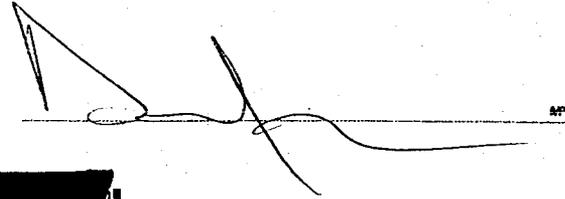
12/9/2016

PAY TO THE ORDER OF Treasurer, State of New Hampshire

\$**12,291.00

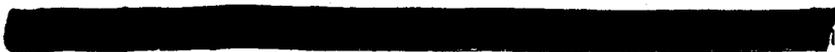
Twelve Thousand Two Hundred Ninety-One and 00/100***** DOLLARS

Treasurer, State of New Hampshire
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301



MEMO

Permitting Fees for 6 Parks



RAGNAR EVENTS LLC

Treasurer, State of New Hampshire

Date	Type	Reference	Original Amt	Balance Due	12/9/2016 Discount	Payment
11/1/2016	Bill	ckrq	12,291.00	12,291.00	Check Amount	12,291.00

Merrill Lynch-2108

Permitting Fees for 6 Parks

SUP

12,291.00

CK607
7/20/16

RECEIVED

AUG 17 2016



NH Department of Resources and Economic Development
Division of Parks and Recreation
172 Pembroke Road, PO Box 1856
Concord, NH 03302-1856 Phone: 603/271-3556 Fax: 603/271-3553

D.R.E.D.



Special Use Permit Package

Date Submitted: 1/15/16 Group: Ragnar RTB LLC Contact: John Dionne

Mailing Address: PO Box 12 City: Woodville St: MA Zip: 01784

Daytime Phone: 603-305-3382 Email: John-rtb@rtbrelay.com Name/Type of Event: Reach the Beach

Park: Multiple (see attached) Facility or Area to Reserve: See page 3-t for more specific information

Date(s) of Event (inc. set-up/clean-up): 9/16/16 - 9/18-16 Hours of Event: See page 3-5 for specific information

Number of participants and attendees/spectators expected:
Participants: _____ Attendees: 6000 Spectators: _____ Volunteers/Staff: _____

Description of Event:

- This is not a fundraising event.
- This event is a 200 mile run that is non-stop and spans over two days. It starts in the White Mountains and ends at the Atlantic Ocean.
- The event utilizes 6 state park locations

Description of Permit Fees and Reporting Requirements:

Fees:

Administrative Fee: \$100.00

Event Fee: \$25.50 per team due without demand no later than December 15, 2016. Non-participants, employees, and sponsors shall pay day use fees as outlined herein. (State reserves the right to charge a parking fee except for participants, vendors, and RTB staff).

Total Fees: \$100.00 due with signed application - event fee due as listed above.

The State reserves the right to adjust the fees for future permits based upon the current standard fee structure.

Reporting:

The Permittee shall submit a detailed profit and loss statement as well as a detailed attendance report including the number of teams, participants and spectators. Report shall be submitted no later than December 15, 2016.

Please see page 2 through 4 for policy and special requirements.

Approved by Supv/Mgr: All managers approved Date: 7/21/16 Total Fees: \$100.00 plus event fees.
Director Bryce reviewed 7/22/16

Date Received: 8/17/16 Permit #: 2016-93

Insurance Requirements Attached
Permit guidelines signed

Administrative fee paid \$100.00
Late/expedite fee paid N/A \$100.00

Event Fees: \$25.50 per team due 12/15/16

Event fees paid 12/15/16 Date Due: With reports

Other required permits _____

Bureau recommendation Approved Denied Comments: _____
Forests & Lands Reviewed Denied Comments: _____

Bureau Chief/Supervisor: Michael Housman via email Date: 7/22/16

Under authority granted in NH RSA 227-H:9, the Department of Resources and Economic Development, Division of Parks and Recreation grants a special use permit ("the Permit") for use of the park, purpose and specific conditions as indicated above.

Philip A. Bryce, Director, NH Division of Parks and Recreation

Date 8-31-16

Initials/Date

10 8-15-16

**NH Department of Resources and Economic Development – Division of Parks and Recreation
Special Use Permit Policy**

WELCOME TO NH STATE PARKS! Thank you for choosing to hold your special event/function at a state park. We ask that you and your group help protect the state parks by adhering to the following Special Use Permit Policy (the "Policy") conditions:

1. All persons using the park areas/facilities shall comply with all rules and regulations of the Department of Resources and Economic Development and the Division of Parks and Recreation.
2. The Permittee, including all associated individuals/groups shall comply with all reasonable requests made by the park manager or authorized Division staff.
3. Application for a special use permit must be received by the Concord Headquarters no later than 30 days prior to the start date of the event or the Permittee shall incur an expedite fee of an additional \$100. In order to be considered for approval, the application must be accompanied by a \$100 administrative fee and certificate of liability insurance (as explained in numbers 4-6 below). Permit applications received by the Concord Headquarters seven (7) or less days prior to the event date shall be denied.
4. Application for a special use permit must be accompanied by \$100 administrative fee and any expedite fee if applicable, made payable to Treasurer, State of NH. Applications will not be processed or approved without payment or alternate arrangements made through Concord Headquarters. In the event your request is denied, the administration fee will be refunded.
5. The Permittee agrees to pay any additional associated fees/admission charges and comply with any conditions also identified on the Permit.
6. The Permittee shall carry and maintain in force general liability insurance coverage in the following amounts: a) One Million Dollars (\$1,000,000) per occurrence; b) Two Million Dollars (\$2,000,000) in the aggregate; and c) One Hundred Thousand Dollars (\$100,000) for damage to rented premises. The Permittee shall be responsible for all costs under a deductible.

The Permittee shall identify the State as the Certificate Holder and additional insured, and shall furnish the State a Certificate of insurance with the permit application. Applications will not be processed or approved without required proof of insurance. The Certificate Holder shall be listed as follows: State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, 172 Pembroke Road, Concord NH 03301.

The State may require coverage which exceeds these amounts should the risks associated with the event or activity so warrant so as to reasonably protect the State. Such additional insurance coverage shall be reflected in the "Specific Requirements" sections of the Permit.

The Permittee shall be liable and hold the State of New Hampshire harmless from any and all claims, including costs and attorney fees, for injuries or harm to people and damage to people or property which may arise directly or indirectly from the activities granted and the purposes of the Permit.

7. The Permittee shall defend, indemnify and hold harmless the State, 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 Permittee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the permit.
8. The special event and all related activities shall not adversely impact the use of the park and/or trails by the public.
9. The Permittee shall have use of a park area identified in the approved Permit. Hours of the event are limited to the times as authorized on the Permit.
10. All signing, posting, decorating and set-up shall be done in an appropriate manner and subject to the approval of the park manager or authorized Division staff.
11. Parking for the event is in designated areas only. Park staff will inform the Permittee of the designated parking areas.
12. The Permittee shall display a copy of the Permit upon request by the park manager or staff on the day of the event.
13. The Permittee will find areas and facilities clean and well cared for upon arrival. The Division of Parks and Recreation has a carry-in/carry-out trash policy. The Permittee shall be responsible for all associated individuals/groups of the event and shall restore the area to the same condition in which it was initially found. The Permittee shall remove all trash generated from the event.
14. For Trails: Any and all alterations to the property that are necessary to facilitate this activity require the approval of the Bureau of Trails Chief (603-271-3254) prior to any work being done.
15. All future permit issuances or renewals to the Permittee are contingent upon satisfactory performance of conditions under the Permit.
16. Breach of the Policy of any state park policies will result in the termination of the event at any time before or during the event, without refund of any or all fees.

M 8-15-16
Initials Date

REACH THE BEACH RELAY
STATEWIDE: SEPTEMBER 15, 2016 – SEPTEMBER 19, 2016
SPECIAL USE PERMIT SPECIFIC REQUIREMENTS

Permittee: Ragnar RTB LLC (the "Permittee")

Description of event: The Reach the Beach (RTB) Running Relay Race (the "Event") is one of the longest distance running relay races in the United States. The Event will consist of (a maximum of) 12 person teams that will rotate through 36 transition areas as they cover the approximate 200 mile distance of the race. The runners will rotate in a set order once the race begins and will be obligated to follow this rotation until the final runner Reaches the Beach! The Participants shall pay \$1,440 for a **Standard team** (7-12 members) and \$840 for an **Ultra team** or **'Half team'** (4-6 members).

A. The Permittee shall have non-exclusive use of the following Department of Resources and Economic Development ("DRED") lands (the "Premises"):

• **Crawford Notch State Park – Willey House:**

Contact: Kevin Donovan, Regional Manager (603) 323-8012
Onsite contact: John Dickerman, Park Manager (603) 374-2272

Date/Hours: 9/16/16 Transition area: 8:00 am to 6:30 pm.

1. Permits use of restrooms and parking lot.
2. The Permittee shall provide, at their expense, additional portable toilets.

• **Crawford Notch State Park – Arethusa Falls:**

Contact: Kevin Donovan, Regional Manager (603) 323-8012
Onsite contact: John Dickerman, Park Manager (603) 374-2272

Date/Hours: 9/16/16 Transition area: 8:30 am to 6:30 pm.

1. Permits use of parking lot.
2. The Permittee shall provide, at their expense, additional portable toilets.

• **Echo Lake State Park:**

Contact: Kevin Donovan, Regional Supervisor (603) 323-8012
Onsite contact: Philip Haynes, Park Manager (603) 356-2672

Date/Hours: 9/16/16 Transition area: 11:00 am to 8:30 pm.

1. Permits use of parking lot and changing rooms.
2. The Permittee shall provide, at their expense, portable toilets.
3. The Permittee shall be given access to power from the toll booth.

• **White Lake State Park:**

Contact: Kevin Donovan, Regional Supervisor (603) 323-8012
Onsite contact: Art Charbonneau, Park Manager (603) 323-7350

Date/Hours: 9/16/16 Transition area: 3:00 pm to 11:30 pm.

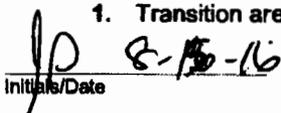
1. Permits use of restrooms, showers, driveway, pavilion, and garbage receptacles.
2. Permit includes parking at beach only but does not include paved area by Reservation Office.
3. The Permittee shall provide, at their expense, a generator and light towers at the Beach area roadway.

• **Bear Brook State Park:**

Contact: Tara Blaney, Regional Supervisor (603) 485-1031
Onsite contact: Greg Preville, Park Manager (603) 485-9869

Date/Hours: 9/16/16 – 9/17/16 Transition area: 11:00 pm to 11:30 am; tent city setup from approximately 6:00 pm to 8:00pm

1. Transition area shall be to the left of the tollbooth along Deerfield Road.


Initials/Date

REACH THE BEACH RELAY
STATEWIDE: SEPTEMBER 15, 2016 – SEPTEMBER 19, 2016
SPECIAL USE PERMIT SPECIFIC REQUIREMENTS

2. Permits use of the beach pavilion and area, and garbage receptacles. Power outlets at the beach pavilion and beach area bathrooms for use by the fire department staff only.
3. The Permittee shall provide, at their expense, a generator to provide power for lights at the toll booth. The Permittee may begin setup at approximately 6 pm, including up to three temporary light towers.
4. The Permittee shall have permission to temporarily install, at their expense, up to 20 portable toilets in the day-use area parking lot and up to 12 portable toilets next to the beach pavilion, opposite the beach. Additionally 5 portable toilets shall be placed near the group use shelter area as the park restrooms will not be available. Park manager shall direct placement of toilets when delivered, however he must have notification at least one day prior to arrival.
5. Tent City Sign shall be placed at the paved walking path to the beach located in the day use parking lot.
6. The Permittee may use no more than sixty (60) 2 – 4 person tents in a specified portion of the beach area, as designated by the park manager, for the sole purpose of providing sheltered rest to participants. Tents shall not be placed in locations outside of the designated area determined by the park manager. **CAMPING IS PROHIBITED IN THIS AREA.** Tents shall be dismantled by 10:30 am on 9/17/16.
7. The Permittee shall be responsible for notifying runners and participants that private tents are not permitted outside of the designated "tent city" area as outline in attachment A. Further, participants shall not be permitted to sleep without tents outside of the designated "sleeping area" as outlined in attachment A. The Division reserves the right to charge a \$200 penalty fee should tents and/or participants sleep outside of the designated areas.
8. Overflow parking shall be diverted to the parking lot near the group use shelter. The Permittee shall indicate to the race participants and staff that this area is to be used strictly for parking. Any other use shall be prohibited. **CAMPING IS PROHIBITED IN THIS AREA.**
9. Overnight parking is **ONLY** permitted from 6pm September 16, 2016 through 11:30am September 17, 2016.
10. The Permittee shall temporarily install, at their expense, a garbage dumpster and recycling containers at the day-use parking lot. Additional recycling containers shall be located at the beach pavilion and the group use shelter. All garbage shall be cleaned prior to departure from this location. The Permittee shall pay a \$200 penalty fee for any garbage that is left behind.

• **Hampton Beach State Park – South Beach:**

Contact: Brian Wilson, Regional Supervisor (603) 227-8715
Onsite contact: Ken Murby, Park Manager (603) 926-8990

Date/Hours: 9/16/16 to set up tents and drop off portable toilets and dumpsters: 8:00 am to 8:00 pm
9/17/16 Finish area: 7:00 am to 9:00 pm
9/18/16 – 9/19/16 with clean up: 8:00 am to 8:00 pm

1. Permits use of bathrooms, showers, and garbage receptacles.
2. The Permittee shall provide, at their expense, 1-2 dumpsters, adequate recycling receptacles and portable toilets.
3. The Permittee has authorization for participants to leave their cars overnight Thursday and Friday as long as they are adequately identified as being with Reach the Beach Relay. The Permittee shall coordinate with Ken Murby, Park Manager, for parking arrangements. Participants who choose to park their vehicles at Hampton Beach State Park – South Beach must have their vehicles parked in the designated area of the parking lot prior to 8:00pm either night.
4. The Permittee has permission to erect two (2) tents, approx. 20' X 40' (to the right of the pavilion), and one, 40' x 40' tent outside the administrative building at Hampton Beach State Park.
5. The Permittee has permission to have a "Beer Tent" approx. (60' x 150'). Permittee shall be responsible for any and all required permits, as well as Town approval for any alcohol beverages at this event. The Permittee shall hire police detail and provide host liquor liability insurance.
6. The Permittee has permission to hire live music to provide entertainment from 12:00 pm to 7:30 pm at Hampton Beach State Park. Take down shall be completed by 10 pm (to comply with campground quiet hours). The Permittee shall be responsible for any costs associated with this entertainment.
7. The Permittee shall be responsible for any additional dumpsters required at the "finish line" at Hampton Beach State Park. The Permittee shall have permission to temporarily install recycling containers.
8. State shall provide additional staff at Hampton Beach State Park on 9/17/16. State shall provide telephone service for credit card access.
9. Vehicles entering the park that are not driven by the Event participants, employees or sponsors shall be subject to the day-use fees.

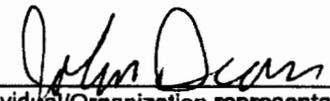
 8-15-16
Initials/Date

**REACH THE BEACH RELAY
STATEWIDE: SEPTEMBER 15, 2016 – SEPTEMBER 19, 2016
SPECIAL USE PERMIT SPECIFIC REQUIREMENTS**

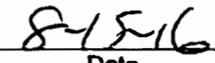
10. Event participants, employees and sponsors shall have identification indicating their participation in the Event to avoid day-use fees.
 11. The Permittee agrees that spectators shall use general parking and pay the standard parking fees required. Parking in state-owned leased spaces is prohibited.
 12. The Permittee agrees to note on all publications and website that pets are not permitted at Hampton Beach State Park.
- B. DRED reserves the right to suspend or cancel the event or change the event route should the need to ensure public safety or protect natural resources or property arise, such as but not limited to major weather events or major accidents, or trails conditions.
- C. The Permittee shall make necessary contacts and obtain approvals and permits from appropriate town and state agencies including but not limited to the State Department of Transportation as well as the local Fire Departments, Police Departments, and Boards of Selectmen for the towns where the event will take place. Permittee shall comply, at its expense, with all local and state requirements for police and traffic control.
- D. The Permittee has permission to have their supplier of portable toilets access to the above state properties at least one full day in advance (9/15/16), and will have the toilets and all other temporary structures and recycling containers removed within two days after the event (9/19/16). Permittee shall be responsible for any and all expenses and additional permits.
- E. Upon departure from each location, permittee shall leave all areas used in clean condition. Any expenses incurred by the Division to clean the areas shall be reimbursed by the Permittee. If any location is not left in the condition it was found or better, they shall pay a \$200 penalty fee per location and/or occurrence.
- F. Permittee shall provide EMT services at all times and along the course. Permittee shall provide police and traffic detail, as needed. All health and safety services shall be at the Permittee's own expense.
- G. The park's natural features shall not be altered or disturbed in any way, and all areas shall be fully restored at the expense of the Permittee.
- H. Any expenses incurred by the Division of Parks and Recreation to repair damages caused by Permittee's use of the premises shall be reimbursed by the Permittee.
- I. This event shall not adversely impact the use of the park and its facilities by the public, except as permitted herein.
- J. The Permittee shall recognize the Department of Resources and Economic Development, Division of Parks and Recreation as host sites for the Race on all publications, promotional materials, and website.

The Permittee, and/or sponsoring organization agree to abide by the specific conditions in addition to the standard policies regarding use of the areas/facilities of the NH Division of Parks and Recreation as set forth herein.

Please review, sign and return to: NH Division of Parks and Recreation
Attn: SUP Office
172 Pembroke Road
Concord, NH 03301



Individual/Organization representative



Date



Printed Name

CERTIFICATE OF INSURANCE

DATE: 7/28/2016

CERTIFICATE NUMBER: 20160728428242

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

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 POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Ragnar Events, LLC
132 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Ragnar Reach the Beach Relay (9/15/2016 - 9/17/2016)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1403938	11/1/2015 12:01 AM	11/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

NH Department of Resources and Economic Development
PO Box 1856
Concord NH 03302-1856

NOTICE OF 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:

