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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@dnrcr.nh.gov](mailto:nhparks@dnrcr.nh.gov)  
Web: [www.nhstateparks.org](http://www.nhstateparks.org)

September 14, 2021

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 Natural and Cultural Resources, Division of Parks and Recreation to enter into a Memorandum of Agreement with the Nansen Ski Club, Inc. of Berlin, NH for access to and use of certain areas and facilities at Milan Hill State Park for a 5-year period effective upon Governor and Executive Council approval through July 1, 2026. No State Funding Required.

**EXPLANATION**

The Memorandum of Agreement (MOA) grants the Nansen Ski Club, Inc. non-exclusive use of certain trails, area, and facilities at Milan Hill State Park to achieve the parties' mutual goals of providing stewardship to and enhancing public recreation opportunities. Nansen Ski Club, Inc. will bear the cost of all the group-sponsored improvements, construction, and maintenance projects while using their own equipment, tools, and materials, or subcontracting such State-approved work.

The Attorney General's office has reviewed and approved this MOA as to form, substance and execution.

Respectfully submitted,

Philip A. Bryce  
Director

Concurred,

(15M)

Sarah L. Stewart  
Commissioner

**MEMORANDUM OF AGREEMENT**  
**between the**  
**NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**  
**and the**  
**NANSEN SKI CLUB**

In accordance with RSA 227-H:9, this Memorandum of Agreement ("Agreement") is entered into by and between the State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation ("State") and the Nansen Ski Club, including but not limited to its officers, agents, assigns, employees, members and volunteers ("Group"), P.O. Box 222, Berlin, NH 03570.

WHEREAS, Milan Hill State Park ("Property"), located in the town(s) of Milan, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation as a state reservation under RSA 227-H:1, and

WHEREAS, the *Intent* set forth for the Division of Parks and Recreation is established by law under RSA 216-A:1, which states:

*"It is the intent of the general court that a comprehensive state park system shall be developed, operated, and maintained to achieve the following purposes in order of the following priority:*

- I. To protect and preserve unusual scenic, scientific, historical, recreational, and natural areas within the state.*
- II. To continually provide such additional park areas and facilities as may be necessary to meet the recreational needs of the citizens of all regions of the state.*
- III. To make these areas accessible to the public for recreational, education, scientific, and other uses consistent with their protection and preservation.*
- IV. To encourage and support tourism and related economic activity within the state;"*

WHEREAS, the Ten-Year Strategic Development And Capital Improvement Plan directs the Division of Parks and Recreation to *"take advantage of innovation and partnerships to increase the quality of stewardship"* and to *"formalize framework(s) of agreements, ... that serves as an improved basis for all park "friends groups", parks affiliates, park operations, and relationships,"* and

WHEREAS, the Nansen Ski Club is a non-profit organization and the oldest continually operated ski club in the United States, established in 1872 for the purpose of promoting and supporting public skiing and related winter activities, and is registered with the NH Department of Justice, Charitable Trust Division (Regn #12588), and is in "Good Standing" with the Secretary of State's Office (Bus. ID #61848); and

WHEREAS, the Nansen Ski Club seeks to provide winter recreation opportunities and services at the Properties to meet the recreational needs of its Club members and the general public; and to provide trail and grounds maintenance at the Properties as to assist the State with the stewardship of its resources;

NOW THEREFORE, the State and the Group agree to the following terms:

1. **PURPOSE.** This Agreement grants the Group access to and use of certain areas and facilities of the Properties, as specifically identified in **Exhibit A: Premises (“Premises”)**, to conduct activities and events to achieve the parties mutual goals of providing stewardship to and enhancing public recreational opportunities at the Properties, as more specifically described in **Exhibit B: Annual Work Plan (“AWP”)**, submitted by the Group and approved by the State.
2. **TERM.** The term of this Agreement shall be from the date of the State’s signatory approval through July 1, 2026, unless terminated earlier as provided herein. This Agreement shall not be extended or renewed. Any interest in continued operations by the Group shall be negotiated under a new agreement with the State. At least six (6) months prior to the end of the term, the Group shall notify the State of its intent to enter into a new agreement, upon which the parties shall enter into negotiation for a new agreement.
3. **FEES.** The parties shall agree to the following provisions concerning fees, donations, and the financial capacity of the Group, associated with the Group’s activities within or use of the Properties.
  - 3.1. *Administrative fee.* The Group shall pay a one-time administrative fee of \$100.00, payable to the “Treasurer, State of New Hampshire.” Payment shall accompany the signed Agreement.
  - 3.2. *Event fees.* The Group shall not be charged administrative fees for its annual events scheduled in advance and approved by the State through the AWP. The Group shall pay all other applicable fees, pursuant to Res 7400: Reserved and Privileged Use of Department Lands, Facilities and Resources. The Group may be charged administrative fees for events not covered under the AWP, but approved by the State through a separate Special Use Permit (“SUP”).
  - 3.3. *Fees charged to third parties.* All fees charged to third parties by the Group for activities within or use of the Property shall be specified in the AWP or by separate SUP, and approved by the State. Fees charged to third parties by the Group shall not grant privileges not normally afforded to the general public, without the prior written consent of the State.
  - 3.4. *Donations.* The Group is permitted to solicit and receive donations onsite on behalf of and for use in the Properties, as specified in the AWP. Third party donations shall not constitute a claim or interest within the Properties. The Group shall notify the donor(s) of this policy in writing.
  - 3.5. *Use of revenue.* The Group shall use the fees, donations, and revenue collected from its events and activities, within and/or associated with the Properties to support the mutual goals of the parties, which shall be incorporated into the AWP.
  - 3.6. *Subsequent material change of financial circumstance.* If during the term of this Agreement, there is a material improvement in the financial condition of the Group due to its use of the Properties, then the Group and the State shall negotiate in good faith to modify the terms of this Agreement so as to reflect DPR’s statutory obligations under RSA 216-A:3-g: Fees for Park System.

4. **PREMISES.** The Group shall be granted “non-exclusive” access to and use of certain Property land, facilities, and trails, as specified in **Exhibit A: Premises**, which is incorporated herein. Use of and activities upon the Premises shall be in accordance with this Agreement, the provisions of Exhibit A, and the AWP submitted by the Group and approved by the State.

The Group shall not at any time adversely impact the access, use, and enjoyment of the Properties, lands, facilities, and trails by the general public, except as may be granted to the Group herein or through the AWP or other permitting by the State. The Group shall not at any time grant use of the Property to third parties, except as permitted by the State through the AWP or by SUP.

- 4.1. *Utilities.* The Group or the State shall be responsible for the costs of utilities necessary for the proper operation of the facilities, as specified in Exhibit A. If required, failure by the Group to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this Agreement.
- 4.2. *Sanitation, housekeeping, and grounds.* The Group’s activities at the Properties shall be conducted in a prudent, good and safe manner. The Premises used by the Group shall be kept in good condition, including but not limited to matters of housekeeping, sanitation, and grounds upkeep, allowing for normal wear and tear as determined by the State. The Group shall promptly report any and all damage to the premises occasioned by storm, accident, or other such unforeseen events.

The State reserves its right to maintain the facilities and grounds within the Properties and the Premises, at its discretion, to protect and maintain property resources. The State shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the Group.

- 4.3. *Condition of Premises.* All facilities and areas granted for use and operation by the Group are in “as is” condition, and the State shall not be required or compelled to improve, repair, rehabilitate, or maintain such facilities and areas prior to or during the Group’s use of the same.

The Group shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the State’s Field Contact or as may be granted by the State through the AWP.

- 4.4. *Personal property.* The State shall not be responsible for the Group’s property stored, placed or left on the Premises or within the Properties at any time. The State shall not use Group-owned equipment.
- 4.5. *Inspections.* The State’s Field Contact shall inspect the Premises annually, or at least by each May 30<sup>th</sup>, to ensure that the Premises are in good working order and acceptable condition with respect to the Group’s obligations for use and maintenance of the Premises, normal wear and tear excepted. The Group shall fulfill, at its sole expense, all reasonable requests of the State to address any deficiencies found, as a result of their activities or unmet obligations. Any deficiencies found shall be documented by the State’s Field Contact, with copies sent to the Group, the Division’s Supervisor of Park Operations, and the Volunteer Program Manager.

The State reserves its right to restrict or close its lands, facilities, or trails to public use, pursuant to Res 7300, or for other State activities, including but not limited to timber operations.

5. ANNUAL WORK PLAN AND REPORT. The Group shall provide to the State, through the State's Field Contact, its written Annual Work Plan and report ("AWP") that shall outline the Group's proposed activities, events and operations at the Properties and upon the Premises for the coming year, and shall summarize the Group's accomplishments over the previous year. The AWP shall be due on or before October 31<sup>st</sup> thereafter and shall include, but is not limited to the components outlined in **Exhibit B: Annual Work Plan**, which is incorporated herein.
  - 5.1. The State shall review the AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by the State. The revised AWP shall be due to the State within 30 days following the State's request for revision, so as to allow the Group to address specific comments or objections made by the State. The State reserves the right to reject any part of a proposed activity or scope of work, but shall provide the basis of its final decision in writing.
6. MEETINGS. The parties shall meet at least once prior to October 15th, to discuss the Group's AWP. Subsequent meetings shall be held when deemed necessary by the State or the Group, at a place and time to be mutually agreed upon for the purpose of discussing operational and construction issues, official requests to the State, and other pertinent business which may arise.
7. GROUP-SPONSORED IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE. The Group may only undertake or subcontract improvements, construction, and/or maintenance at the Properties as approved by the State in the AWP, or with the expressed written permission of the State's Field Contact(s) and notification of the Director in response to an unforeseen emergency situation. Recreational trails shall be maintained or constructed in accordance with guidelines provided by the State.
  - 7.1. *Cost of projects.* The Group shall bear the cost of all Group-sponsored improvements, construction, and maintenance projects while using its own equipment, tools, and materials, or subcontracting such State-approved work; and shall ensure that such work is done in a good and workmanlike manner and in compliance with all applicable laws, regulations, and building codes. The State may, at its sole discretion, support Group activities through the cost-sharing of projects and support of State staff, as budgets and project plans allow.
  - 7.2. *Sections 6(F) and 106 Regulatory Reviews.* The State agrees to facilitate the necessary review process under Section 6(f) of the Land and Water Conservation Fund program and Section 106 of the National Historic Preservation Act, if such reviews are applicable to a Group project. The Group agrees to hire and finance an archeologist, biologist, and any other consultant, if required for compliance with Sections 6(f) and 106. The Group agrees that no work shall begin until all applicable regulatory approvals have been obtained.

7.3. *Title to Group Improvements.* Any and all structural improvements, whether temporary, fixed or permanently installed at the Properties, shall be inventoried in the AWP, in accordance with the inventory requirements specified in **Exhibit B**.

Any and all structural improvements fixed or permanently installed at the Properties by the Group or its subcontractors, shall vest, free and clear and without cost, to the State upon termination of this Agreement, unless the State, at its sole discretion, requires such improvements and/or installations be removed by the Group. It shall be notated in the AWP what structures are temporary and what structures are permanent, as approved by the State. Should the State require such improvements and/or installations to be removed by the Group, the Group shall, at its expense, remove such improvements and installations within 30 days of the request or as arranged by mutual agreement, and shall restore the Property to its original condition as it was prior to the execution of this Agreement, reasonable wear and tear excepted.

All temporary improvements or structures built or installed by the Group that can be removed from the Properties with no adverse or permanent impact to the site or original structure and with the site or original structure being restored to its original condition before such temporary improvement or construction occurred, as determined by the State, shall remain the personal property of the Group. The Group shall remove such temporary improvements or structures within 30 days prior to the termination of this Agreement or as arranged by mutual agreement, and shall restore the Property to its original condition, reasonable wear and tear excepted.

The decision of the Commissioner relative to whether an improvement or structure built or installed is deemed fixed or permanent or temporary shall be final and conclusive to this matter.

7.4. *Interests, Rights, and Obligations Reserved.* The Group 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 Group in its performance of its activities and operations described herein. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within the Premises.

8. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the Properties, shall be in good taste and approved in the AWP. The State reserves the right to prohibit any such materials or promotion. The Group shall have an affirmative obligation to recognize and promote the partnership between the parties on their website, published materials and external communications. The parties shall post a link to each other's websites during the term of the Agreement.
9. **SPECIAL USE PERMITS.** Special Use Permits are required to grant the Group permission to hold special events and programs, and to reserve facilities or areas of the Properties, not covered in the approved AWP. The Group shall apply for a Special Use Permit through the State's Field Contact, pursuant to the requirements of Res 7400: Reserved and Privileged Use of Department Lands, Facilities and Resources, including all associated fees.

10. RISK OF LOSS, DAMAGE, OR DESTRUCTION. All property of every kind within the Properties shall be at the sole risk of the Group and the State of New Hampshire and the State shall not be liable to the Group or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities.

The Group shall, within 24-hours, report to the State, and then restore or repair any and all damages, or shall reimburse the State for any and all restoration and repair that is performed by the State, of State-owned real and personal property resulting from the Group's, its subcontractors', or any and all affiliates', use of such property.

In the event that the facilities or trails, or any part thereof during said term, be destroyed or damaged by fire, flood, storm, or other casualty so that the same shall be thereby rendered unfit for the purposes of the Group, the Group may terminate this Agreement at its option.

In any event, the State shall not be obligated to rebuild or replace any facility or trail, wholly or substantially destroyed by fire, flood, storm, or other casualty. The State of New Hampshire and the State shall not be liable to the Group for any loss, damage, or inconvenience occasioned by any cause whatsoever to the Group's revenues, operations, property, activities, or programs.

11. COMPLIANCE WITH LAWS AND REGULATIONS. The Group shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Group. The Group shall also comply with the policies, regulations, and applicable administrative rules of the State. The Group shall procure, at its expense, all necessary licenses and permits required in connection with the activities and operations described herein and under an approved AWP, SUP, or any other agreement between the parties.

12. VOLUNTEER INDEMNIFICATION. Other than for indemnification purposes, under the provisions of RSA 508:17 and RSA 216-A:3-h, and the NH Volunteer Immunity Laws, the GROUP acknowledges that they, including but not limited to their officers, agents, assigns, employees, members, volunteers and contractors, are not employees of the State of New Hampshire, and therefore not entitled to certain benefits provided to State of New Hampshire employees, including, but not limited to workers' compensation coverage.

The Group understands and accepts the risks, hazards, and dangers inherent in carrying out any duties and responsibilities of volunteer activities the Group hosts. The Group agrees for itself, its officers, agents, employees, members, volunteers and its heirs, to release and hold harmless, defend and indemnify the State of New Hampshire, its officers, employees, and volunteers, from and against all claims, demands, actions, and causes of action as a result of personal injury, death, or property damage sustained by the Group or by others due to the Group's volunteer activities.

The Group shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the Premises and within the Properties. The Group shall ensure that its

officers, staff, members and volunteers are properly trained, certified and licensed to carry out all Group activities, in accordance with current safety and operating standards, practices and conduct necessary for the proper execution of its activities. The Group shall comply with any additional or specialized training required by the State, as specified in the AWP, SUP, or any other agreement between the parties.

### 13. INDEMNIFICATION AND SOVEREIGN IMMUNITY.

13.1. To the full extent of the insurance required of the Group, as stated herein, the Group agrees to defend, indemnify and hold harmless the State of New Hampshire, its officers, employees and agents from and against any and all losses suffered by the State of New Hampshire, its officers, employees and agents, and any and all claims, liabilities or penalties asserted against the State of New Hampshire, its officers, employees and agents, 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):

13.1.1. Any act, improper act, improper failure to act, omissions, or negligence of the Group, its servants, agents or invitees occurring on the Properties in conjunction with the Group's activities under this Agreement;

13.1.2. Anything owned or controlled by the Group, its servants, agents, or invitees and used on the Properties in connection with the Group's activities under this Agreement; or

13.1.3. Any nuisance made by the Group, its servants, agents, or invitees on the Properties in connection with the Group's activities under this Agreement.

13.2. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State of New Hampshire. This covenant shall survive the termination of this Agreement.

### 14. INSURANCE.

14.1. *General Liability Insurance.* It is agreed that during the term of this Agreement, the Group shall obtain and maintain in full force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured and as a certificate holder.

14.2. *Standard Form.* All insurance shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers licensed in the State of New Hampshire. The Group shall furnish the State with a certificate of insurance for the insurance required under this Agreement, including certificates of insurance for all renewals of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of the insurance policy. The certificates of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate of insurance shall



contain a clause requiring the insurer to endeavor to provide the State no less than ten (10) days prior written notice of cancellation or modification of the policy. Failure to comply may cause a delay in the Group's use of the Premises and/or operations at the Properties, and shall be considered a material breach of this Agreement.

15. **SUBLETTING AND ASSIGNMENT.** The Group shall not assign or sublet this Agreement, or grant rights to the Premises or Properties, in whole or in part.
16. **RELATION TO THE STATE.** It is the intent of the parties hereto that the Group shall be legally considered as an independent contractor and that neither the Group nor its members shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that neither the State nor the Group shall at any time be legally responsible for any acts of omissions on the part of the other, its servants, or invitees resulting in either personal or property damage to any individual, firm or corporation.
17. **SUPPORT FOR STATE ACTIONS.** The Group hereby acknowledges that the Properties are managed by the State for a broad range of public purposes and the Group hereby agrees to support the State's management of the Properties in good faith and also agrees that the rights and privileges granted herein shall not be used as a basis to oppose the State's sovereign privileges, management actions, and decisions taken in the interests of the property and the state park system.
18. **NON-EXCLUSIVE USE.** "Non-exclusive" access and use granted herein or through **Exhibit A**, the AWP, SUP, or any other agreement between the parties, is a privilege for access to and use of said lands and facilities; and does not represent nor imply a real property interest in the land and facilities for which the State shall reserve control of and all rights and privileges.
19. **FINAL AUTHORITY.** The Group shall comply with all reasonable requests of the State and his/her agents, and all obligations incorporated in an approved AWP, SUP, or any other agreement between the parties (for purposes of this part, collectively the "Agreements"). The Group recognizes that they are a group of volunteers that assist the State in the State's mission and duties, and do not have any supervisory or authoritative role or relationship over any of the State's officers, employees, staff, or agents, or volunteers serving under the State separately from the Group. The decision of the DPR Director relative to the proper execution and performance of the obligations of the Agreements shall be final and conclusive as to each matter not covered in the Agreements, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered in the Agreements.

The Group may reserve its right to appeal to the Commissioner relative to a decision of the DPR Director, pursuant to Res 200: Rules of Practice and Procedure.

20. **WAIVER OF BREACH.** No failure by the State of New Hampshire to enforce any provisions hereof after any event of default on the part of the Group 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 of New Hampshire to enforce each and all of the provisions hereof upon any further or other default on the part of the Group.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provision hereof. It is the sole responsibility of the Group's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.
22. AMENDMENT. This Agreement may be amended only by an instrument in writing signed by both parties hereto.
23. TERMINATION.
- 23.1. This Agreement shall be subject to cancellation by the Group, regardless of grounds therefore, by giving the State sixty (60) days written notice of cancellation.
- 23.2. This Agreement shall be subject to cancellation by the State, in the event of the failure of the Group to perform, keep and observe any of the conditions of the Agreement and the failure of the Group to correct the default or breach within a time specified by the Commissioner, by giving the Group sixty (60) days written notice of cancellation.
24. FIELD CONTACTS. In matters pertaining to field operations, the following persons, or their subsequent replacements, shall represent their respective agencies. The State's field contact shall be a non-voting, non-board member of the Group and shall be invited to attend all regular meetings, and shall be given access by written request to all minutes, reports, and financial information associated with the Properties that are distributed to the Group's board and members. The Regional Supervisor and/or the Volunteer Program Manager may attend all executive meeting sessions when the agenda topics are associated with the Properties.

*Nansen Ski Club*

Shawn Marquis  
 President  
 P: 603-787-3097  
 E: afriendinouterspace@gmail.com

STATE FIELD CONTACTS

Sandy Young  
 GNWMA Regional Supervisor  
 P: 603-538-6707  
 E: Sanford.W.Young@dncr.nh.gov

Maggie Machinist  
 Div Forest & Lands Forester  
 E: Margaret.machinist@dncr.nh.gov

***[SIGNATURE PAGE FOLLOWS.]***

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

NANSEN SKI CLUB

Christine Margius 9/30/21  
Witness Date

[Signature] 8/30/21  
Shawn Macgals, President Date  
Duly Authorized 8/30/21

State of NH  
Coos County

Frances M. Valliere  
FRANCES M. VALLIERE

FRANCES M. VALLIERE  
Notary Public - New Hampshire  
My Commission Expires November 22, 2022

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



[Signature] 9/20/21  
Philip A. Bryce, Director Date  
Division of Parks and Recreation

Concur:  
Sarah Stewart 9/21/21  
Sarah L. Stewart, Commissioner Date  
Dept. of Natural and Cultural Resources

Approved as to form, substance and execution:

[Signature] 9/28/2021  
Michael Haley, Attorney Date  
Department of Justice

Approved by the Governor & Executive Council: \_\_\_\_\_ Item # \_\_\_\_\_

PAB/SY/jcp/ml-06172021

## **EXHIBIT A: PREMISES**

The Group shall be granted non-exclusive access to and use of the following facilities and areas located within the Properties (the "Premises") in accordance with the Agreement, under the conditions and restrictions specified below. Access to and use of the following facilities shall be granted, at the Club's sole expense, during its winter cross-country skiing operating season, defined as November 15th through March 31st of each year, for the enjoyment and comfort of the skiers without charge, donations excepted, unless otherwise noted. Recreational trails and footpaths are accessible to the public, unless there is a decision by the State to close specific trails and footpaths indefinitely or temporarily, primarily as a result of adverse weather conditions or to prevent deterioration of the trail or for other State activities, including but not limited to timber operations. The State's decision in this matter shall be final.

A-1. *Caretaker's Garage (MHL02)*. May be used as storage for NSC's equipment and supplies specific to its approved operations at the Property, and confined to areas identified by the Regional Supervisor. NSC shall provide advanced notice and receive approval from the Park Manager or Regional Supervisor to access this structure in the non-winter season.

For additional storage, NSC may erect a temporary, portable awning structure with prior approval from the Regional Supervisor. Such structure shall be removed on or before the end of NSC's seasonal operations, with the grounds restored to the Regional Supervisor's satisfaction.

A-2. *Shelter/Latrine building (MHL03)*. The shelter may be used as a warming area for skiers. The latrine, maintained and operated by the State, shall remain closed for the winter season.

A-3. *Yurt #4 (MHL04d)*. May be used as a warming area for skiers during special events, as specified in the AWP. NSC may operate a UL listed, indoor-safe portable heater for this purpose.

A-4. *Milan Hill State Park Entrance Road, Fire Tower Road, and winter parking area*. May be used to access the Property and for winter parking by NSC and winter recreationists, as subject to permission from the New Hampshire Department of Transportation ("DOT"). To facilitate the recreational use of this area and the roadways, the Regional Supervisor shall coordinate and notify the State DOT of the winter activities occurring at the Park.

NSC is permitted to conduct winter maintenance of the winter parking area and the roadways leading to the parking area, including plowing and sanding such areas. NSC is permitted to park and store its trail groomer in the winter parking area.

NSC non-operating season access to the Warming Hut shall be outlined in A-8.

NSC shall coordinate in advance with the Regional Supervisor and with Property abutters for vehicle parking at the lower end of the Property roadway, when such additional parking is needed. It is expressly stated that at no time shall NSC prevent nor obstruct access to the Property by the general public or emergency vehicles.

A-5. *Milan Hill State Park Trails*. Existing trail network, as currently developed and mapped as part of the Nansen Cross Country Ski Trail Network at Milan Hill State Park and included as

part of the AWP, may be used by NSC, its event attendees, and the general public for winter cross-country skiing, and other allowable winter recreational trail use pursuant to RSA 216-F:2, Use of Statewide Trail System.

1. NSC's equipment operators shall conduct the use of the machinery and grooming of the trails through the set standard of safety procedures and operation practices set forth by the parties in the AWP.
2. NSC shall schedule and receive advance approval from the Park Manager or Regional Supervisor to access the ski trails in the non-winter season for maintenance, improvements, or signage management.

*A-6. Utilities and Fuels.* NSC shall be responsible for the costs of utilities necessary for its proper operation of the facilities identified herein, including firewood and electricity costs for the operation of NSC's trail groomer, but excluding electricity at the Caretaker's House. The State, through its Regional Supervisor, shall be responsible for forwarding any applicable utility bill to the NSC for payment by the NSC. The State will notify the Group in advance of any access needed by utility companies that may affect the condition of trails, roadways or access to the trails as it is known by State staff.

Any storage of fuels, including but not limited to firewood, within the Property by NSC shall only be permitted with prior approval in writing by the Regional Supervisor, who will determine the permissible types and amounts of fuel, containers used for storing fuel, and the locations within the Property for storage of fuel. NSC shall comply with all federal, state and local regulations, and to industry safety standards at all times, for the storage of fuels.

*A-7. Keys.* The State shall provide NSC with 5 sets of keys to the buildings and roadway gates identified herein at Milan Hill State Park. NSC shall not duplicate and shall limit assignment of such keys to appropriate officers. All keys shall be surrendered to the Regional Supervisor upon termination of this Agreement. All members who hold keys shall be identified in the AWP.

The Group shall provide two sets of keys and access code to the Warming Hut to the State staff.

*A-8. Warming Hut & Outhouse.* The Warming Hut and Outhouse, built through the collective efforts of the Nansen Ski Club, shall remain in the primary care of and insured by the Group. The Nansen Ski Club shall be considered the owner of the Warming Hut and Outhouse, notwithstanding applicability of Section 7.3. In the case of a the dissolution of the MOA or relationship between the State and the Club, the expectation is that the Warming Hut and Outhouse shall be removed from the premises, at the sole cost of the Club within a timeframe agreed to by the State and the Club. The Club shall have the option of donating the Warming Hut and/or Outhouse to the State. If the State declines the donation, the Club shall be expected to remove the Warming Hut and Outhouse from the property, at the sole cost of the Club within a timeframe agreed to by the State and the Club.

The Warming Hut may be used for special events and gatherings within the Property, as approved through agreement or Annual Work Plan. The AWP or other written agreement will

also provide approval by the State for signage or other displays visible to the general public on the exterior of the building. The Group shall have access to the Warming Hut and Outhouse, as long as the property is open and accessible by the public and not closed due to weather or other occurrences within the authority of the State in the interest of public safety.

The Group has permission to operate and maintain surveillance equipment, at the Group's sole expense, within and on the exterior of the Warming Hut and Outhouse. The Group agrees to provide access to footage captured by the surveillance equipment to the State and Law Enforcement involved in investigating any violation of State Laws or Administrative Rules.

PAB/SY/jcp/ttl-05252021

## **EXHIBIT B: ANNUAL WORK PLAN (“AWP”)**

As stipulated in the Agreement under Article 5, Annual Work Plan and Report, the Group shall provide to the State a written Annual Work Plan and Report (“AWP”) that describes the Group’s proposed activities, including but not limited to any proposed construction, operations, events and activities, for the coming year and summarizes the Group’s accomplishments over the previous year. The initial AWP shall be due within 60-days following the execution of the Agreement. Subsequent AWP’s shall be due each April<sup>1<sup>st</sup></sup> and shall include, but is not limited to the components outlined in this Exhibit B.

The State’s review, request for revision, and approval of the AWP shall follow the provisions under Article 5.1, which states:

*“5.1. The State shall review the AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by the State. The revised AWP shall be due to the State within 30 days following the State’s request for revision, so as to allow the Group to address specific comments or objections made by the State. The State reserves the right to reject any part of a proposed activity or scope of work, but shall provide the basis of its final decision in writing.”*

The AWP shall include, but is not limited to, the following matters:

**B-1. PROJECTS.** The Group shall list all of its project improvements, construction, and maintenance activities, including but not limited to work on trails and facilities. The list of projects shall include the following information:

1. Project status, as categorized below.
  - a) Completed
  - b) Approved in previous AWP, and in process
  - c) Approved in previous AWP, but not started
  - d) New proposals
2. Type and ownership of the improvements or structures, as categorized below.
  - a) Temporary, to remain under Group ownership
  - b) Fixed or permanent, to vest to the State
3. Workforce and materials, including the details listed below.
  - a) Volunteer activities, including total number of hours, number of people, and work reports, including any volunteer group work days, events, and related projects.
  - b) Contracted activities, including total number of contracted labor, total value of contracted work, a list and the value of purchased equipment and materials.

- c) Materials, including a list and value of purchased and donated materials.
- 4. Training. Specific training, licensing, and/or certification requirements necessary for the safe and proper implementation of projects, programs and activities, including but not limited to the operation of groomers, chainsaws, vehicles, OHRVs, tractors, and the implementation of programs or services for children.
- 5. Closures. Any and all requested restrictions or closures of State lands, facilities, or trails to the general public that may be necessary to accomplish or complete projects.
- 6. General trail maintenance. The Group is authorized to conduct general trail maintenance within the Property outside of an approved AWP, provided that such work is requested by or approved through the Volunteer Program Manager. The Group shall follow trail maintenance guidelines and best practices supplied by the State. Actual trail work days and events shall be reported in each subsequent AWP.
  - a) *Add trail widening project requirements here.*

## B-2. OPERATIONS, EVENTS & ACTIVITIES.

The Group shall summarize its actual and proposed operations, events, and all other activities held at the Property, including upon the Premises. The report shall include, but is not limited to:

1. Schedule of operations, including dates and times, for all four applicable seasons;
2. Use of Property, including facilities and trails, including
  - a) Use of the specific facilities identified under Exhibit A: Premises;
  - b) Facilities, group use areas, trails, or other areas reserved for exclusive use;
  - c) *Add winter plowing expectations here.*
3. List of services, programs, events, activities and trail work days, including
  - a) Dates and times;
  - b) Brief description;
  - c) Fees, admission, rates, prices, donation requests, or other charges;
    - i. All program fees, admission, rates and prices charged by the Group shall not exceed typical competitive pricing found at similar privately operated facilities. The State's approval shall be automatic unless the State makes a determination that the rates exceed competitive pricing and so notifies the Group.
  - d) Target audience, e.g. Group members, the general public, children, etc.;



- e) Special considerations, e.g. State staff assistance, onsite emergency services, sanitation services, traffic control, etc.;
- 4. Fundraising events and solicitation of donations;
- 5. Attendance and visitor records categorized by service, program, event, or activity, including complimentary and discounted tallies;
- 6. Marketing, advertising, and promotional activities, including event materials;
- 7. Collaborative activities with sponsors, partners, and other parties;
- 8. Grants and sponsorship initiatives;
- 9. Notable achievements, including the recognition of individuals or sponsors; and
- 10. Emergency, accident or incident reports;
- 11. Any other pertinent activities and noteworthy items.

**B-3. OTHER MATTERS.**

- 1. Proof of insurance, as required in the Agreement.
- 2. Signage requiring State approval.
- 3. Joint marketing initiatives, including recognizing the Division as a partner.
- 4. A Group Roster, including
  - a) A list of members regularly working or volunteering in the Property;
  - b) A list of officers and their responsibilities;
  - c) The names of members who are assigned keys to the Premises.

The State's Field Contact and Volunteer Program Manager shall be notified of changes or updates to the Roster during the year.
- 5. Organizational status with the Secretary of State's Office and the Attorney General's Office of Charitable Trusts, including but not limited to compliance with registration and annual reporting requirements.

**B-4. FINANCIAL REPORTS.** The Group shall submit a financial report of its business occurring at or associated with the Property and Premises, including but not limited to:

- 1. Profit and Loss Statement, Income and Expense Report, or a Balance Sheet, of all operations categorized by service, program, event, or activity, occurring at or associated with the Property;
- 2. Grants and sponsorship monies received, expended, and balances remaining; and

3. An accounting of any fees due to the State, as stipulated in the Agreement.

4. *Add use of solar panel revenue here.*

PAB/SY/jcp/ttl-05252021

**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 NANSIEN SKI CLUB, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 23, 1941. 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: 61848

Certificate Number : 0004831867



**IN TESTIMONY WHEREOF,**

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of March A.D. 2020.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

|  |                                  |
|--|----------------------------------|
| Business Name: NANSEN SKI CLUB, INC.                         | Business ID: 61848               |
| Business Type: Domestic Nonprofit Corporation                | Business Status: Good Standing   |
| Business Creation Date: 09/23/1941                           | Name in State of Not Available   |
| Date of Formation in Jurisdiction: 09/23/1941                | Incorporation:                   |
| Principal Office Address: PO Box 222, Berlin, NH, 03570, USA | Mailing Address: NONE            |
| Citizenship / State of Incorporation: Domestic/New Hampshire |                                  |
|  | Last Nonprofit Report Year: 2020 |
|  | Next Report Year: 2025           |
| Duration: Perpetual  |                                  |
| Business Email: info@skinansen.com                           | Phone #: NONE                    |
| Notification Email: scott.halvorson@skinansen.com            | Fiscal Year End Date: NONE       |

### Principal Purpose

| S.No | NAICS Code  | NAICS Subcode |
|------|---|---------------|
| 1    | OTHER / promote, encourage further advance, foster all non-mechanized winter sports-principally Nordic Skiing |               |

Page 1 of 1, records 1 to 1 of 1

### Principals Information

| Name/Title                        | Business Address                                   |
|-----------------------------------|--|
| Phoebe Backler / Director         | PO Box 145, Milan, NH, 03588, USA                  |
| Faith Kimball / Director          | 60 Holt Road, Dummer, NH, 03588, USA               |
| Heidi Glines / Director           | 27 Grandview Drive, Berlin, NH, 03570, USA         |
| Shawn Marquis / President         | 870 5th Avenue, Berlin, NH, Berlin, NH, 03570, USA |
| Melissa LaPlante / Vice President | 61 Promenade St., Gorham, NH, 03581, USA           |

< Previous ... 1   ... Next > Page 1 of 3, records 1 to 5 of 12  Go to Page

### Registered Agent Information

Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

### Trade Name Information

No Trade Name(s) associated to this business.

### Trade Name Owned By

No Records to View.

### Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)

[Shares](#)   [Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

Corporate Resolution

I, CHRISTINE GALLOWAY, hereby certify that I am duly elected Clerk/Secretary/Officer  
*(Name)*  
of NANSEN SKI CLUB. I hereby certify the following is a true of a vote taken at a  
*(Name of Corporation)*  
meeting of the Board of Directors/shareholders, duly called and held on August 21st 2021, at  
which a quorum of the directors/shareholders were present and voting.

Voted: That Shawn Marquis (President) is duly  
*(Name and Title)*

authorized to enter into contracts or agreements on behalf of Nansen Ski Club  
*(Name of Corporation)*

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as the date of the contract to which this certificate is attached. This authority shall  
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 8/31/21

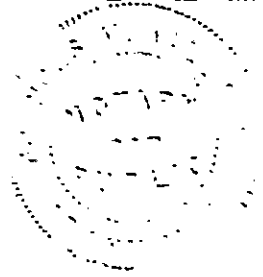
ATTEST: Christine Galloway, Secretary  
*(Name & Title)*

STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

On the 31 day of AUGUST, before me Christine Galloway  
the undersigned officer personally appeared Christine Galloway, 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 purposes therein contained. In witness whereof,  
I hereunto set my hand and official seal:

Frances M. Valliere  
Justice of the Peace / Notary Public

FRANCES M. VALLIERE  
My Commission Expires Notary Public - New Hampshire  
My Commission Expires November 22, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2020

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 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).


|   |   |  |
|---|---|--|
| <b>PRODUCER</b><br>Kerry J Lynch, LLC.<br><br>PO Box 772015,<br>Steamboat Springs, CO, 80477            | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext): 970-846-9382      FAX (A/C No.): None<br>E-MAIL ADDRESS: kjlynch11@gmail.com<br><b>PRODUCER CUSTOMER ID:</b> |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>  |  |
| <b>INSURED</b> S&E Program Management Inc.<br>Nansen Ski Club<br><br>427 Milan Road<br>Milan, NH, 03570 | <b>INSURER A:</b> HDI Global Specialty SE      AA1340041  |  |
|   | <b>INSURER B:</b>   |  |
|   | <b>INSURER C:</b>   |  |
|   | <b>INSURER D:</b>   |  |
|   | <b>INSURER E:</b>   |  |
|   | <b>INSURER F:</b>   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** A-SS-SU-20-10-12-219035      **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  | TYPE OF INSURANCE   | ADOL  | SUER  | POLICY NUMBER | POLICY EFF     | POLICY EXP     | LIMITS  |
|-------|---|-------|-------|---------------|----------------|----------------|---|
| 1 2 3 |   | 4 5 6 | 7 8 9 |               | 10 11 12 13 14 | 15 16 17 18 19 |   |
| A     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS<br><br>GENERAL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y     | N     | HDGL19000349  | 11/01/2020     | 11/01/2021     | EACH OCCURRENCE \$ 1,000,000.00<br>DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00<br>MED EXP (any one person) \$ 5,000.00<br>PERSONAL & ADV INJURY \$ 1,000,000.00<br>GENERAL AGGREGATE \$ 2,000,000.00<br>PRODUCTS - COMP/OP AGG \$ 1,000,000.00 |
|       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO<br><input type="checkbox"/> SCHEDULED AUTOS   |       |       |               |                |                | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A     | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/><br><b>DEDUCTIBLE RETENTION \$</b>  | Y     | N     | HDEX19000165  | 11/01/2020     | 11/01/2021     | EACH OCCURRENCE \$ 4,000,000.00<br>AGGREGATE \$ 4,000,000.00  |
|       | <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under SPECIAL PROVISIONS below  | N/A   |       |               |                |                | WC STATUTORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| A     | <b>OTHER</b><br>Abuse/Molestation   | Y     |       | HDGL19000349  | 11/01/2020     | 11/01/2021     | Each Occurrence: \$ 50,000.00    Aggregate: \$ 100,000.00   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 LIABILITY POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM. ISO OCCURRENCE FORM CG 00 01 04 13 AND COMPANY'S SPECIFIC FORMS. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period. RE: Scheduled Non-athletic Participant Fundraisers and Banquets, Nordic Ski Instruction, 1 Instructors, Alpine S (continued on next page)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire, Division of Parks and Recreation<br>Milan Hill State Park, Box 1856<br>Concord, NH, 03302 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br> <b>Mark Di Perno</b>   |

|                                    |                        |                                       |  |
|------------------------------------|------------------------|---------------------------------------|--|
| AGENCY<br>Kerry J Lynch, LLC.      |                        | NAMED INSURED<br>Nansen Ski Club      |  |
| POLICY NUMBER<br>HDGL19000349      |                        | 427 Milan Road<br>Milan,<br>NH, 03570 |  |
| CARRIER<br>HDI Global Specialty SE | NAIC CODE<br>AA1340041 | EFFECTIVE DATE: 11/01/2020            |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Snowboard Instruction Including a Freestyle Program





September 14<sup>th</sup>, 2021

To Whom It May Concern,

I, Shawn Marquis, by my authority as President of the Nansen Ski Club, a 501c3 non-profit organization comprised solely of volunteers, hereby certify that we do not carry workman's compensation insurance, as we have no paid employees.

Respectfully,

A handwritten signature in black ink, appearing to read "Shawn Marquis". The signature is fluid and cursive, with a prominent initial "S" and "M".

Shawn Marquis  
President, Nansen Ski Club