

MENEMSHA BULKHEAD LEASE: 3/9/17
As adopted by the Board of Selectmen 4/4/17

This Bulkhead Lease is made by and between the Town of Chilmark (as Lessor) acting through its Park and Recreation Committee (the "Committee") and the named Tenant (the "Lessee") in furtherance of the Goals for Menemsha as determined by the Town Master Plan: to "Retain Menemsha as a fishing port and Retain the visual character of the area."

To that end, the Master Plan contains Objectives which, among other things, are as follows:

- (1) Assure priority of fishing boats in Menemsha Harbor over pleasure craft; to maintain presently designed dock area for commercial fishing vessels; make no expansion of dock facilities for pleasure craft.
- (2) Keep all existing fishing shacks in Menemsha; require that before any shack on town property is removed the town be given the opportunity to purchase it with private or public funds to lease to fishermen.
- (3) Require any new building or alterations to buildings on town-leased land to be subject to design approval by the town for continuity of design and proportions of traditional fishing shacks.

In its role as implementer of the town Master Plan to support commercial fishing by and for Chilmark fishermen the Town (as "Lessor") hereby does lease, demise and let unto

Lessee(s): Mr. Karsten Larsen; P.O. Box 93; Chilmark, MA. 02535

Mailing and notice address: See above.

Lot No. 7 A

of Town Land at Menemsha Basin identified on a plan on file in the office of the Board of Selectmen of Chilmark (the "Leased Premises") to hold for a term of one year, from January 1, 2019 through December 31, 2019.

RENT: The rent for the term of this lease is to be a total of \$50.00 due and payable within 30 days after issuance by the Town to the Lessee.

INSURANCE/PERSONAL PROPERTY: Lessee shall procure, keep in force, and pay for comprehensive public liability insurance indemnifying Lessor and Lessee against all claims and demands for injury to or death of persons or damage to property which may be claimed to have occurred on the Leased Premises, in amounts which shall be not less than ONE MILLION (\$ 1,000,000.00) Dollars combined single limit for bodily injury and property damage liability, including products liability coverage. Such insurance shall be acquired from insurers qualified to do business in Massachusetts and in good standing therein, insuring Lessor as well as Lessee against injury to persons or damage to property as provided. Lessee shall deposit with Lessor certificates for such insurance at or prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of any such policies. All such policies shall provide that they shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

It is understood and agreed that any goods or other personal property owned or possessed by Lessee, and stored, displayed, or otherwise maintained by Lessee at the Leased Premises shall be kept there at Lessee's sole risk and without any liability whatsoever on the part of the Lessor for any loss or damage thereto. If the whole or any part of such personal property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft or from any other cause, no part of said loss is to be charged to or borne by Lessor. It shall be Lessee's obligation to provide any insurance for such goods and/or personal property.

ALTERATIONS/UTILITIES: The Lessee shall not make structural alterations or additions to the Leased Premises unless the Lessor consents in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall conform to current Massachusetts building code requirements. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of the Lease term.

21 E: Lessee shall not engage in any activity on said Leased Premises which would cause the discharge of hazardous substances, pollutants or effluent or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. s.1251, et seq., or the Clean Air Act, 42 U.S.C., s.7401, et seq., or any similar state statute, regulation, local ordinance or any other Environmental Law.

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(Page 2)

INDEMNIFICATION: The Lessee hereby agrees, on behalf of Lessee, and Lessee's agents, representatives, insurers, employees, partners, heirs, successors, and assigns (the "Indemnifying Parties") and does hereby, indemnify and save the Lessor and its successors, assigns, employees, agents, insurers, contractors, subcontractors and servants and boards, and any and all individuals and organizations assisting or participating in lease programs of the Town (the "Releasees"), harmless from (and agree to defend the Releasees from) any and all liabilities, claims, causes of action, demands, injuries, damages, costs, losses and expenses (including court costs and attorney's reasonable fees and expenses) that the Releasees may sustain or incur by reason of, relating to, or arising out of the discharge of hazardous substances, pollutants or effluent from the Leased Premises, or by reason of, relating to, or arising out of the use by Lessee of the Leased Premises.

TERMINATION: In the event that the Lessor determines that the Lessee is violating the terms of this Lease, or is no longer engaging in fishing activity or commercial activity, the Lessee shall be directed to promptly vacate the Leased Premises, and this Lease shall be void and without recourse to the parties hereto.

The provisions of the Bulkhead Area Rules and Regulations are specifically incorporated herein and are annexed to this lease as ADDENDUM "A". Violation of any of the above Lease provisions, or of any of the Bulkhead Area Rules and Regulations, shall be sufficient cause for immediate termination of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

[Signature]
Lessee

4/30/19
Date

Lessee

Date

Lessor, by its Board of Selectmen

By: _____

Date

By: _____

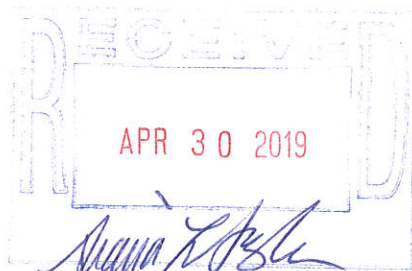
Date

By: _____

Parks & Recreation, by its Chairman

By: *[Signature]*

1/17/2019
Date



PAID CASH
\$50.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/26/19

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.

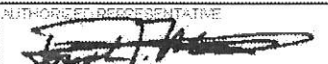
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARKET FINDERS INSURANCE CORPORATION 9117 LEESGATE ROAD LOUISVILLE, KY 40222 502.423.1800	CONTACT NAME: TASHMOO INSURANCE	
	PHONE (A/C No. Ext): 508-693-4000	FAX (A/C No.):
EMAIL ADDRESS:		
INSURED KARSTEN LARSTEN PO BOX 93 CHILMARK MA 02535	INSURER A: ATLANTIC CASUALTY INSURANCE COMPANY	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		L087008687-0	04/25/19	04/25/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/CPD AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION						EACH OCCURRENCE \$ AGGREGATE \$ PER STATE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A				FL EACH ACCIDENT \$ FL DISEASE-EMPLOYEE \$ FL DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
 PRIVATE PARKING LOT
 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER TOWN OF CHILMARK PO BOX 119 CHILMARK MA02535	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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