



THE CITY OF NASHUA

*Division of Public Works
Administration*

"The Gate City"

Board of Public Works Meeting of May 21, 2026 Agenda

A meeting of the Board of Public Works is scheduled for Thursday, May 21, 2026 at 3:00 p.m. in the Mine Falls Conference Room, 848 West Hollis Street, Nashua, NH 03062.

I. Roll Call

II. Motion: To approve the agenda as submitted.

III. Motion: To approve a Successor Concession Agreement with Granite Diamond, LLC.



RESOLUTION

AUTHORIZING THE CITY TO ENTER INTO A SUCCESSOR CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a Concession Agreement for the use of the Holman Stadium facility with Granite Diamond, LLC in substantially the same form as the attached. This agreement is for a term of five years beginning on January 1, 2026 and ending on December 31, 2030.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-031

PURPOSE:

Authorizing the City to enter into a successor Concession Agreement with Granite Diamond, LLC

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

Each year, this Concession Agreement will generate an estimated \$35,000 in game fees for the use of Holman Stadium. The City will also receive 40% of net profits of concession sales from eligible City non-league games and sponsored events. Having this Concession Agreement does require an increased cost for utilities, grounds maintenance and overtime.

ANALYSIS

This resolution authorizes the City to enter into a successor five year Concession Agreement with Granite Diamond, LLC. This resolution should be referred to the Board of Public Works.

Approved as to form:

Office of Corporation Counsel

By: *Marilyn Clarke*

Date: *5 May 2026*

CONCESSION AGREEMENT

This Agreement is made and entered into on the day of _____, 2026,
by and between the City of Nashua, New Hampshire, a New Hampshire municipal corporation located at 229 Main Street, Nashua, Hillsborough County, New Hampshire, its successors and assigns (hereinafter "City") and Granite Diamond, LLC, a New Hampshire limited liability company, its successors and assigns, with an address of 67 Amherst Street, Nashua, County of Hillsborough, New Hampshire 03064 (hereinafter "Franchisor").

I. SITE

Franchisor operates a summer collegiate baseball league team in the Futures Collegiate Baseball League ("FCBL") and has been a tenant at the City's Historic Holman Stadium since 2019 pursuant to a Concession Agreement dated May 14, 2019. City does hereby grant unto the Franchisor a concession to use the Premises during the times and for the purposes hereinafter set forth. The Premises shall be defined as the Holman Stadium Facility in its entirety, including the main field within the facility perimeter fence, all grandstands, seating, picnic and concession areas, offices, locker rooms, batting cages, storage areas, road, access roads and associated parking areas.

II. FRANCHISOR PAYMENTS

A. Franchisor will pay the City the sum of One Thousand and One Hundred Dollars (\$1,100.00) per home game, regular season or playoff, during the 2026-2030 collegiate baseball league seasons. If the parties agree to extend this Agreement, Franchisor will pay the City the sum of One Thousand and Two Hundred

Dollars (\$1,200.00) per home game, regular season or playoff, during the 2031-2035 collegiate baseball league seasons. If the parties agree to further extend this Agreement, Franchisor will pay the City the sum of One Thousand and Three Hundred Dollars (\$1,300.00) per home game, regular season or playoff, during the 2036-2040 collegiate baseball league seasons. It is anticipated by the Franchisor that its home schedule will consist of approximately thirty-two (32) home games to be played beginning on or around Memorial Day week and ending in or about mid-August each year, with the possibility of additional playoff games. Franchisor shall make payment in full to the City on or before May 1st of each calendar year during the term of this Agreement; provided, however, that in the event that any game is rained out or otherwise cancelled due to weather and the City does not offer and provide an acceptable make-up date for that game during the season, the City shall remit the per game fee to Franchisor within thirty (30) days following the end of the league season and further provided that if any such game is made-up as half of a double header, one-half of the per game fee will be remitted as aforesaid. Franchisor shall remit to the City within thirty (30) days following the end of the season the per game fee for any playoff games.

B. Franchisor will pay to the City an agreed-upon event fee for Franchisor sponsored events. Notwithstanding other provisions of this agreement to the contrary, no additional fee shall be charged for Franchisor's youth clinics and camps that are provided without charge to the participants.

III. ADMINISTRATIVE CONTROL

City shall exercise overall administrative overview and control of the Premises, subject to the rights and privileges granted to the parties herein.

IV. TERM

(a) The term of this Agreement shall be for five years (5) years beginning January 1, 2026 and ending December 31, 2030.

(b) If at the end of a five (5) year term, the parties both agree to extend this Agreement, this Agreement may be extended for up to two (2) additional five (5) year terms, pursuant to terms to be agreed upon similar to those terms contained in this Agreement.

(c) Notwithstanding other provisions of this Agreement to the contrary, Franchisor may terminate this Agreement by sending written notice to the City's Mayor at least five (5) months prior to the end of an FCBL season.

V. CITY USE

City is, and shall remain, the owner of Holman Stadium. No ownership interest of any nature is provided to Franchisor. City shall have use of Premises for its purposes and uses consistent with the sound management and operation of a collegiate league baseball facility and specifically retains the right to sponsor other activities at the Premises when Franchisor is not using the Premises for its baseball operations and other previously agreed-to Franchisor sponsored events. Such other activities shall not interfere with Franchisor's use of the Premises for the conduct of its baseball operations and other previously agreed-to events. City use shall not disrupt or damage the

Premises beyond routine maintenance requirements and City shall promptly restore the Premises and playing field to the same condition as they were at the commencement of said use prior to Franchisor's next scheduled game.

City shall remain responsible for the scheduling of all events at the facility, subject only to Articles VI and VII below.

VI. FRANCHISOR USE

City and Franchisor agree that it is their mutual desire to provide for the maximum use of the site by the community consistent with the sound management and operation of a first-rate community and collegiate league baseball facility. City grants to Franchisor the exclusive use of the Premises for the purpose of the conduct of its collegiate baseball operations including all regularly scheduled games, practices and post-season games ("Franchisor's league use"). Franchisor shall request in advance City permission to use the Premises on specific days and times for Franchisor sponsored events, including without limitation events such as movie nights and concerts. Granting of City permission is in the City's sole discretion. For camps and clinics, Franchisor shall supply such dates along with the game and practice schedule. For the 2026 season, the camps and clinics shall be held July 6-10 and 13-17. No other users, or preparations for such users, shall unreasonably interfere with the Franchisor's use of the Premises for its collegiate baseball purposes. Franchisor shall also be allowed to use the Premises at all times during the term of this Agreement for purpose of providing clubhouses for Franchisor and other teams using the Premises relating to Franchisor's baseball operations, housing and conducting its offices for administration and management, ticket offices, parking area, concession areas, batting cages/areas,

private boxes, scoreboards, and such other related appurtenances, improvements or amenities. Franchisor shall not disrupt or damage the Premises beyond routine maintenance requirements. It is the intention of the Franchisor that its use of the Premises after the conclusion of each league season and prior to the commencement of the next would typically consist of its general office and business operations. City reserves the right to utilize the offices, including the ticket office, at the Premises for the purpose of conducting its operations. City agrees that its use of such offices shall not unreasonably interfere with Franchisor's use of such offices for the purpose of conducting its baseball operations.

Franchisor will have the right to sell merchandise and novelties during its games and at Franchisor sponsored events and Franchisor shall retain all revenues from such sale of merchandise or novelties.

VII. FRANCHISOR'S SCHEDULE

A. On or before February 1st commencing on February 1, 2026, and each subsequent year of the term of this Agreement, Franchisor shall provide the City a final schedule for all dates of Franchisor's league use including games, practices, and youth clinic and camp dates for the ensuing twelve (12) month period. Franchisor will endeavor to provide City with a tentative schedule at its earliest opportunity but in no event later than February 1st of each year of the term of this Agreement unless agreed upon by the parties. Upon providing Franchisor's schedule to the City, in accordance herein, said dates shall be reserved for the Franchisor's use of the Premises as described herein. Franchisor may be granted additional practice dates throughout the term of this Agreement subject to the Premises' availability.

B. The City will endeavor to provide Franchisor with a tentative schedule of all dates (which shall not include any date already appearing on Franchisor's league use and/or youth camp/clinic schedule) of its sponsored events including high school and youth baseball to be held at the Premises for the ensuing twelve (12) month period at its earliest opportunity but in no event later than March 1st of each year of the term of this Agreement unless agreed upon by the parties. Upon providing the City's schedule to Franchisor, in accordance herein, said dates shall be reserved for the City's use. Thereafter, the City may identify additional dates it intends to use the Premises, or the Franchisor may request additional dates it desires to use the Premises for Franchisor sponsored events, subject to the agreement of the City in the City's sole discretion.

c. Rain Date/Postponement. In the event that any of Franchisor's baseball related events are postponed due to weather or other circumstances, Franchisor shall endeavor to re-schedule said event on a date which Franchisor has a previously scheduled event. If Franchisor is unable to re-schedule said postponed event in said manner, the City and Franchisor shall consult with each other in an effort to re-schedule rained out or postponed games for a mutually acceptable date, and it is recognized that Franchisor's games will be given priority to the greatest extent reasonably possible over unscheduled City events.

VIII. DUTIES AND OBLIGATIONS OF FRANCHISOR AND CITY

A. MAINTENANCE

1. City's Maintenance Obligations. Throughout the term of this Agreement, the City shall be responsible for, at its sole cost and expense, the operational capacity and maintenance, capital and non-capital, of the Premises and appurtenances thereto, including any improvements thereto, in good order and repair and make all replacements thereto necessary to keep the same in good and useable condition for the conduct of Franchisor's baseball operations.

City responsibilities in regard to maintenance, safety and operational capacity shall include, but are not limited to, the existing structure, foundation, roof, seating, exterior concession area, the costs of any modifications required by city inspectors to maintain existing structures and facilities, interior structure of concession areas necessary for the conduct of operations, plumbing, hallways, locker rooms, press boxes, private boxes, HVAC, boilers, air-conditioning, electricity, sound system, lighting (including bulb replacements both on the playing field, the concourse, public walkways, stairways, and elsewhere within the Premises and improvements, as necessary to insure that all lighting is operative), transformers, water, sewer, gas and its connections, scoreboards, pipes, mains, grounds, sidewalks, fencing, loading areas, parking areas and all fixtures, playing surface, playing area, field irrigation and drainage systems. Franchisor shall not interfere with the ability of the City to access all areas of the Premises for the purpose of maintenance and inspection. Notwithstanding the same, absent the event of an emergency and/or for the protection of persons, property or the Premises, the City shall not have access to the offices of Franchisor or other secure areas, including the home team's locker room while used and/or occupied by Franchisor without Franchisor's prior consent. City shall have

access to such areas for the purpose of fulfilling its maintenance obligations and for inspection purposes with reasonable advance notice to Franchisor. City shall have access and use of visitors' locker room and officials' room when not being used by the Franchisor. City is responsible for Event Maintenance, as defined below, for its sponsored events. City is also responsible for snow plowing (and any de-icing) outside the fence surrounding the stadium.

2. Franchisor Maintenance Obligations. Franchisor shall be responsible for performing certain Premises maintenance and cleaning of the Premises during the season(s) covered during the term of this Agreement related to the Franchisor's league use, non-collegiate league events and sponsored events. Said Premises maintenance shall include the cleaning of the stadium areas, including parking areas, stands, locker rooms, press boxes, private boxes, laundry facility and restrooms, removing refuse from the facility, turning off all lights upon the conclusion of its operations and securing the Premises at the end of its games, non-collegiate league events and sponsored events ("Event Maintenance"). Franchisor shall return the stadium area to the same condition as it was at the commencement of the conduct of its baseball operations and sponsored events, reasonable wear and tear excepted. Franchisor shall be responsible for reimbursing the City for any damage to the Premises beyond reasonable wear and tear due to the negligence, recklessness or intentional conduct by the Franchisor, its employees, agents or invitees. Franchisor agrees to

power-wash the Premises as needed and after any game or sponsored event at which its turnstile numbers exceed one thousand (1,000).

Franchisor shall be responsible for snow removal and shoveling and de-icing walkways utilized by Franchisor after the conclusion of each league season and prior to the commencement of the next league season.

Franchisor shall place all refuse from Event Maintenance removed from the Premises in an area to be designated by the City. City will supply a sufficient amount of trash and recycling containers for stadium area cleanup by the Franchisor. City shall be responsible for the removal and disposal of all refuse and recycling items from the said designated areas.

B. FIELD MAINTENANCE. City shall be responsible for preparing and maintaining the playing area and appurtenances thereto for the baseball seasons covered by this Agreement in a manner consistent with the level of maintenance provided at stadiums utilized by collegiate league baseball teams. City agrees that the maintenance services, including, but not limited to, the field maintenance as outlined herein shall include daily game routines consistent with the standard practices of collegiate baseball leagues generally and in regard to pre-game batting/infield practice, etc. That said maintenance responsibility shall include good faith efforts to avoid preventable losses of the Franchisor's scheduled games due to weather or other circumstances and consistent with the obligations of the Franchisor relating to its league membership. City agrees to obtain and maintain any equipment necessary and/or generally used or necessary to provide the maintenance obligations contained

herein. As part of its Event Maintenance, Franchisor shall be responsible for the application and/or removal of field tarps from the playing field after 2:45 p.m.

IX. SECURITY

Franchisor agrees to provide, at its expense, adequate security to protect the safety of the players, attendees and employees at all times when it is conducting its baseball operations, consistent with the customary practices of the City. It shall be the obligation of the Franchisor to make all necessary plans and arrangements with the Nashua Police Department and emergency medical providers in meeting its obligations under this section. Franchisor shall not conduct, or permit to be conducted, fireworks displays at the Holman Stadium facility after 10:00 p.m.

X. CONCESSIONS

City hereby grants to Franchisor the exclusive right to operate all food and beverage, including alcoholic beverages, concessions for collegiate league baseball games and Franchisor sponsored events held at the Premises. Franchisor shall have the right to retain all revenue from all food and beverage concessions during its scheduled league games. Franchisor shall provide the City on a monthly basis with copies of all meal tax forms required to be filed with the State of New Hampshire and supporting documentation.

Franchisor shall control the pouring rights at the Premises, including beer, wine and every type of alcoholic and non-alcoholic beverage of every kind and description. If legal under New Hampshire law, and if requested by the City, Franchisor's control of the pouring rights at the Premises shall not apply to City sponsored events, including but not limited

to, the annual "brewfest," for which Franchisor agrees to waive its pouring rights, provided that appropriate insurance coverage and indemnifications are provided by those organizing and operating the City sponsored event.

Franchisor is also granted the exclusive right to operate all food and beverage concessions during all City non-collegiate league games played at Holman Stadium (including, but not limited to, games played by Nashua North, Nashua South, American Legion, and Babe Ruth) and during any City sponsored events unless the City has requested the Franchisor waive its control of the pouring and/or food and beverage concession rights for a particular City sponsored event. Franchisor agrees to operate concessions for food and drink, including alcoholic beverages when appropriate as determined by the City of Nashua (provided attendance between participants and spectators is anticipated to be at least 500 or more persons), during all non-collegiate league games and events commencing April 1st and ending on October 31st during each calendar year during the term of this Agreement. Franchisor agrees that it shall provide access to drinks and food during nonleague games and events at which the number of participants and spectators is less than 500 by the use of vending machines or other methods such as private food and beverage catering service. Franchisor shall pay to the City for such exclusive rights during City non-league games and City sponsored events, forty percent (40%) of the net profit from such sales. "Net profits" is defined as the retail sale price of the goods less meals tax and the cost of goods and labor associated with the concession sales. For purposes of this Concession Agreement, a "non-league game" shall be an athletic event which is not sanctioned by the FCBL or other summer intercollegiate baseball league in which Franchisor is a member.

All payments to the City by Franchisor arising from concession sales shall be made on a monthly basis, on the 15th day of the month following the end of the month for which such concession sales were made, commencing on May 15th and ending November 15th during each calendar year. Franchisor shall provide to the City with each concession sales payment copies of all meals tax forms required to be filed with the State of New Hampshire and supporting documentation for the calculation of the "net profits".

Franchisor shall provide, at its expense, any additional concession equipment necessary to supplement the concession equipment owned by the City, which shall be owned by Franchisor and may be removed by Franchisor upon expiration or termination of this Agreement. Franchisor shall pay the cost of removal of any such concession equipment and repair any damage resulting from the removal of any such concession equipment. Franchisor shall service, and maintain, at its own expense, all existing City-owned concession equipment at the Premises; provided, however, that no person or entity may operate such equipment without the prior written approval of Franchisor. Franchisor will replace City owned equipment which becomes unusable to an aggregate of \$3,000 during the initial term of this agreement.

Franchisor shall be responsible for obtaining any necessary licenses, permits or other approvals related to the sale and use of food and/or alcoholic beverages at the Premises for Franchisor's league use, Franchisor-sponsored events, all City non-collegiate league games, and all other events at which the Franchisor is selling food and/or alcoholic beverages and shall comply with all local, state and federal rules, regulations and laws in regard to the sale of said alcoholic beverages and food. Without

limiting the prior sentence, Franchisor shall not be responsible for any necessary licenses, permits or other approvals related to the sale and use of food and/or alcoholic beverages at the Premises for any City sponsored event if the Franchisor is not selling food and/or alcoholic beverages at the Premises at the event.

Franchisor shall have the right with respect to Franchisor's league use and Franchisor sponsored events to prohibit the bringing of any food or beverage into the Premises by any person other than the Franchisor or its contractors, except for box lunches provided for players at tournaments. To the extent that the City permits the bringing of food or beverage into the Premises during its events, it shall be solely responsible and liable for the same.

XI. [Intentionally omitted]

XII. PRIVATE BOXES

Franchisor shall have the sole and exclusive right to operate and grant use and occupancy rights to third parties in and to all private boxes at the Premises except as noted herein. Franchisor shall be entitled to receive and retain all such fees or other revenue derived from said private boxes for games and events held at the Premises except as otherwise provided herein. City shall retain the right to utilize one (1) large center suite for all Franchisor's games, nonleague games and for non-game events. City also retains the right to use all private boxes for its annual July 4th fireworks event. Franchisor shall not be entitled to any revenue which may be generated during said annual 4th of July fireworks event. City also retains the rights to use three (3) private boxes and the center box for all concerts, festivals and corporate events and to retain

all revenues generated from the utilization of said boxes during those events. City's use of such private boxes shall include the right to serve food and refreshments.

The private boxes shall not be utilized by Franchisor on a year-round basis and will be winterized by the City at the same time as those portions of the Premises not utilized by Franchisor for its off-season business operations.

XIII. UTILITIES

City agrees to pay all utility costs associated with Franchisor's games, non-league games and non-game functions conducted at the Premises.

Franchisor shall be responsible for all costs associated with its telephone, internet and cable service at the Premises.

XIV. PARKING

Franchisor shall have the right to utilize parking at the Premises and appurtenances thereto, free of charge, for the conduct of its baseball operations, sponsored events and any City sponsored event at which it is providing concessions. Franchisor shall also have the right to reserve up to forty (40) preferred parking spaces in connection with its private box sales. The manner and location of any such reserved parking shall be reasonably determined by the City after consultation with the Franchisor

XV. SPONSORSHIPS

Franchisor shall have, and is hereby provided, the exclusive right to arrange for, sell, install and provide sponsorships at the Premises including, but not limited to, billboards and other signage, provided that no such signage nor any other signage, promotional advertising, or apparel shall promote any product not lawful in the State

of New Hampshire as of January 1, 2026. City shall have use, at no cost, of one standard size advertising sign for its own use during the term of this Agreement to promote the City and surrounding area. City will place and arrange for its sign at its own expense in a location reasonably chosen by Franchisor.

Franchisor shall have the right to also arrange for, create, sell and provide scoreboard/scoreboard advertising and similar advertising items. City shall have the right to have one (1) full page of advertising in any annual yearbook of Franchisor to promote the City and surrounding region at no expense to City. City shall provide Franchisor the necessary copy, camera ready, in sufficient time prior to publication. Franchisor shall notify City of the publication deadline no later than 10 days before said deadline.

In the event Franchisor shall vacate the Premises, for any reason whatsoever, Franchisor shall remove said signage and restore said signage areas in a manner to the reasonable satisfaction of the City within sixty (60) days of vacating Premises.

Franchisor agrees that all sponsorship items and placement shall be of a manner which is consistent with the historical nature and family orientation of the Premises and the operation of collegiate league baseball. City shall have the right to apprise Franchisor of any concerns it has relating to sponsorship at the Premises. That in such event, the parties shall diligently and in good faith attempt to resolve any such issues to their mutual satisfaction.

In the event that an issue relating to a sponsorship item cannot be mutually agreed upon between the parties despite their diligent attempts to do so, the parties agree that said issue may be submitted to the Mayor for resolution Franchisor will

consult with the City in regard to its anticipated sponsorship at the Premises to confirm that they are consistent with the historical nature and family orientation of the Premises.

XVI. EXTERIOR SIGNAGE

Exterior signage includes all informational signage erected on or about the Premises, identifying the Premises and its scheduled events. Franchisor shall have the right to use and install any such exterior signage to promote its baseball operations. The presentation and context of the messages on such signage shall be consistent with the family nature of the activity being promoted.

All such exterior signage shall comply with applicable City ordinances or other applicable law.

XVII. UNUSABILITY

In the event that the Premises would be rendered unusable through fire, acts of nature or similar causes, through no substantial fault of the City, its agents, lessees, sublessees, assigns, tenants or other entities/persons having dealings with the City, the City shall not be responsible for furnishing additional or alternative facilities for Franchisor's use.

In the event of such loss or damage, the City shall act promptly to fully restore the Premises to the condition it was in prior to said loss or damage. During the time period, if any, that the Premises are not operational or are unusable for Franchisor's baseball operations, this Agreement and all rights or obligations hereunder shall be suspended until such time as the facility can be made available for said operations with

the obligations of Franchisor to City to be prorated for the time period that said Premises were not operational or usable for Franchisor's purpose.

In the case of such loss or damage, the City recognizes that the Franchisor's commitment to the FCBL or other collegiate baseball league to play its league season may require the Franchisor to find temporary facilities remainder of its season. Should securing such temporary facilities require that the Franchisor commit to play its upcoming games in such calendar year in such temporary location, rent for the Premises shall be abated for the length of such required commitment which shall not total more than one season or portion thereof.

XVIII. ASSIGNMENT

This Agreement between the City and Franchisor is not assignable; provided, however, that the Franchisor may assign and/or delegate its rights, duties and obligations under this Agreement with prior consent of the City which shall not be unreasonably withheld.

XIX. COMPLIANCE WITH LAWS

Except for matters which are the responsibility of the City under this Concession Agreement, Franchisor shall obtain the necessary permits, licenses or authorization from the City Clerk, or other licensing, permitting or concerned regulatory agencies, and shall comply with all security, health and fire regulations and ordinances of the City of Nashua and with any statute, rules and orders of the appropriate governmental authorities affecting the use of the Premises, including all orders and directives of the Nashua Police and Fire Departments pertinent to codes, games, the conduct of games, parking, traffic and other such matters.

Fireworks displays contracted for by Franchisor are specifically permitted provided Franchisor and/or its contractor obtains the approvals and permits necessary for the conduct of the same and provides the City with notice that it intends to conduct such fireworks displays at the time it applies for the required approvals and permits.

City agrees to comply with all applicable federal, state or local acts, statutes, ordinances and administrative requirements that apply directly or indirectly to the use of and operations at the Premises.

XX. ROYALTIES RENTS LICENSES TRADEMARKS AND COPYRIGHTS

Franchisor shall be solely responsible for obtaining such permission as may be necessary for the performance of the approved baseball games and related customary entertainment incidental thereto, and for paying any royalties, rents, licenses, franchise or copyright use fees as may be pertinent thereto, and shall release, indemnify and save harmless the City therefrom in accordance with indemnification provisions hereof. The City grants to Franchisor the right to use the image and name of Holman Stadium including without limitation “Historic Holman Stadium”, on merchandise sold by Franchisor at the Premises or at off-Premises events.

XXI. DEALINGS WITH BASEBALL PLAYERS BASEBALL TEAMS AND AGENTS

Franchisor shall be solely responsible for dealings with baseball players, baseball teams, their agents, baseball officials and others involved with the regulation and presentation of baseball games. Franchisor shall be responsible for any and all

franchise fees, wages and other benefits to baseball players, and all other expenses associated with sponsoring baseball games associated with the Franchisor.

XXII. RESTROOM AND GARBAGE PICKUP

Franchisor shall be responsible for maintaining and cleaning all public bathrooms at the Premises during and after its collegiate baseball league games and Franchisor sponsored events.

City shall be responsible for maintaining and cleaning the public lavatories at the Premises throughout the term of this Agreement for non-league games and events. City shall be responsible for picking up garbage collected by Franchisor at the Premises from the dumpster thereat after each event and as necessary throughout the term of this Agreement. The restrooms shall be cleaned and garbage picked up prior to the next collegiate baseball league game.

XXIII. PUBLIC ADDRESS SYSTEM

Franchisor shall have the non-exclusive right to use the Public Address system, which shall be in working order at the start of the league season, and the Franchisor may sell public address advertising during baseball games sponsored and promoted by it, provided however, that the Franchisor shall maintain said Public Address system during their scheduled games and any possible playoffs at no charge to City. City reserves the right to utilize the Public Address system during the course of Franchisor's baseball games, at no charge to the City, for emergency announcements and public service announcements so long as it is not unreasonably disruptive to the game proceedings. City maintains the right to require volume levels to be lowered if the

volume levels are unreasonable. The parties agree that the replacement of such Public Address system shall be the City's sole responsibility, which replacement shall take place promptly.

XXIV. BROADCAST RIGHTS

Franchisor shall have the right to broadcast or televise baseball games sponsored or promoted by it, and may sell or lease such rights. The exercise of said rights is subject to the terms and conditions of this Agreement.

XXV. FRANCHISOR EQUIPMENT

Franchisor shall have the right to locate at and on the Premises personal property necessary to conduct its baseball operations. In the event that Franchisor shall vacate the Premises for any reason, it shall be entitled to remove any and all such items or personalty from the Premises.

XXVI. INSURANCE

Franchisor shall obtain and maintain, at its sole cost and expense, throughout the term of this Agreement, insurance policies with companies licensed to do business in the State of New Hampshire and rated A-/VII or better by A.M. Best, protecting the City, the Franchisor, and their respective officers, officials, employees, agents, and volunteers from losses arising out of or related to the Franchisor's use and operation of the Premises.

All policies shall be written on an occurrence basis unless otherwise approved in writing by the City and shall be maintained in full force and effect during the term of this Agreement.

Workers' Compensation: Statutory limits; Employer's Liability \$500,000 each accident/\$500,000 disease policy limit/\$500,000 disease each employee.

Commercial General Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate minimum, including premises/operations, products/completed operations, contractual liability, personal injury and advertising injury.

Automobile Liability: To the extent the Franchisor owns, leases, operates or utilizes any vehicles in connection with this Agreement, the Franchisor shall maintain Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit per accident covering all owned, non-owned, and hired vehicles.

Fireworks or special events if conducted by or on behalf of the Franchisor: The Franchisor shall ensure that any third-party pyrotechnics contractor is properly licensed and carries insurance with limits of not less than \$5,000,000 per occurrence, including coverage for all fireworks/pyrotechnics and blasting operations, with no exclusions for explosion, collapse, or underground (XCU) hazards, and naming the City of Nashua as an additional insured.

Liquor Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate for the sale or service of alcoholic beverages.

Umbrella/Excess Liability: \$3,000,000 per occurrence and aggregate, follow-form basis over the coverages listed above.

The City of Nashua, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on the Commercial General Liability, Automobile Liability, and Umbrella/Excess policies for both ongoing and completed

operations. Coverage shall be primary and non-contributory with respect to any insurance maintained by the City and supported by additional insured endorsements.

All required policies shall include a waiver of subrogation in favor of the City of Nashua, its officers, officials, employees, and agents.

Certificates of insurance and applicable endorsements shall be provided to the City prior to commencement of any operations under this agreement and annually thereafter. Policies shall provide thirty (30) days' written notice to the City prior to cancellation, non-renewal, or material change. Ten (10) days' notice for non-payment of premium.

The Franchisor shall insure its personal property, equipment, inventory, and improvements at the Premises at its own expense.

The Franchisor shall require all vendors, concessionaires, contractors, and event operators to carry insurance in amounts acceptable to the City and to name the City of Nashua, its officers, officials, employees, and agents as additional insureds. Proof of such coverage shall be provided to the City upon request.

The City shall maintain property insurance for City-owned structures and contents as it deems appropriate.

XXVII. HOLD HARMLESS

To the fullest extent permitted by law, the Franchisor shall indemnify, defend, and hold harmless the City of Nashua, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, judgments, costs, and expenses; including reasonable attorneys' fees, arising out of or resulting from the

Franchisor's use or occupancy of the Premises, the conduct of the Franchisor's operations, events, or concessions; any act or omission of the Franchisor, its officers, employees, agents, contractors, or invitees; or any breach of this Agreement by the Franchisor, except to the extent caused by the negligent or wrongful acts or omissions of the City. The obligations under this section are independent of and shall not be conditioned upon the availability of insurance coverage. This obligation includes the acts or omissions of any vendors, contractors, food service operators, event promoters, or other third parties engaged or permitted by the Franchisor.

This obligation shall survive termination or expiration of this Agreement.

To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Franchisor, its officers and employees, from and against claims, damages, losses, and expenses to the extent caused by the negligent acts or omissions of the City, its officers, employees, agents, vendors, contractors, event promoters, or other third parties engaged or permitted by the City in connection with the City's operations at the Premises.

Insofar as, and to the extent that, the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in Nashua, NH area, to the fullest extent permitted by law, Franchisor and City each hereby waive any and all rights of recovery against the other, and against the other party's agents, employees, contractors, members, managers, officers, or invitees, for loss or damage to property arising from any cause of

loss or damage to the extent such loss or damage is covered by insurance proceeds actually received, or would have been covered but for the failure to maintain insurance as required under this Agreement. Nothing herein is intended to limit recovery for losses within any applicable self-insured retention or deductible.

Each party agrees to cause its insurance policies, to the extent commercially reasonable and available, to include endorsements waiving the insurer's rights of subrogation against the other party. The waiver set forth in this Section shall apply regardless of the negligence or fault of either party, but only to the extent of insurance coverage maintained or required to be maintained under this Agreement.

In the event that an extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium.

Nothing in this Section shall be deemed to relieve either party of its obligation to maintain insurance coverage as required herein, nor shall it apply to losses caused by a party's gross negligence or willful misconduct, if such waiver is prohibited by applicable law.

This waiver shall survive the expiration or earlier termination of this Lease.

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or liability limitations available to the City under New Hampshire law.

XXVIII. CERTIFICATE OF GOOD STANDING

Franchisor agrees and warrants unto the City that it is a New Hampshire corporation, duly authorized to do business in the State of New Hampshire and in good standing.

XXIX. ALTERATIONS

Except as otherwise permitted in this Concession Agreement, Franchisor agrees that it shall make no, nor permit the making of any material alterations, changes or improvements to the Premises, or any part thereof, without the prior written consent of the City. City agrees to consult with Franchisor prior to any other material alterations, changes or improvements to the Premises during the term of this Agreement. Agreed upon alterations, changes or improvements to the Premises shall, upon completion, become the property of the City.

During the term of this Agreement, the Franchisor can propose to the City making leasehold or capital improvements to the Premises. The City may require the Franchisor to provide detailed plans and specifications of any proposed improvements as well as a not-to-exceed cost. In the City's sole discretion, which will be exercised by the City of Nashua's Board of Public Works, the City may agree to allow the Franchisor to make the specifically-agreed upon improvements at a not-to-exceed cost, and if they are satisfactorily performed and accepted, the Franchisor will be allowed to

deduct the actual cost, which must be lower than or equal to the not-to-exceed cost, from the Franchisor's rental payments.

XXX. DEFAULT

Excluding any failure of the Franchisor to make timely payments to the City under this Agreement, any failure of the Franchisor to comply with any other provisions herein shall constitute an event Default. Upon any event of Default, if Franchisor shall fail to cure said Default within thirty (30) days of written notice by the City, then the City shall have the right, at its option, to terminate this Agreement, provided that, if: (a) such Default is not capable of being cured during such 30-day period using good faith efforts, and (b) Franchisor commences cure efforts during such 30-day period and diligently continues such efforts, such cure period shall be extend for an additional 60 days..

Notwithstanding the terms of Default as indicated herein, should Franchisor's default be related to the failure of the Franchisor to make any payments rightfully due to the City, or pay the same into an escrow account, within ten (10) days of being due, the City shall have the right to terminate this Agreement and require Franchisor to vacate the Premises within ten (10) days of receipt of written notice from the City requesting such. Further, interest on any payments not timely made as indicated herein shall be applicable at three percent (3%) per annum. In such event, the Agreement between the parties, and any amendments thereto, shall be terminated and rightfully accrued amount then due the City by Franchisor pursuant to the same shall become due and payable.

No failure by the City to exercise any right or power accruing upon the occurrence of any event of default shall be construed to be a waiver of the City's rights hereunder including the right to terminate this Agreement.

Failure of the City to comply with any provisions herein shall constitute an event of default. Upon any event of default, if the City shall fail to cure said default within thirty (30) days of written notice by Franchisor, then Franchisor shall have the right, at its option, to terminate this Agreement.

No failure by the Franchisor to exercise any right or power accruing upon the occurrence of an event of default shall be construed to be a waiver of its rights hereunder including the right to terminate this Agreement.

XXXI. PROVISION FOR DISPUTE RESOLUTION

The parties agree that any disputes or alleged claims between the parties relating to the terms of this Agreement except those relating to failure of the Franchisor to make full or timely payments, shall attempted to be resolved through Mediation. In the event that Mediation is unsuccessful, despite the parties' good faith efforts, each party specifically retains any and all rights or remedies it may have.

XXXII. NEW HAMPSHIRE LAW APPLIES

The parties agree that this Agreement shall be governed by applicable New Hampshire law and that any action brought to enforce any provisions of this Agreement, the activities conducted or to be conducted thereunder, or in any way referable thereto shall be brought in the New Hampshire Superior Court for the

Southern District of Hillsborough County or in the New Hampshire 9th Circuit Court
— Nashua and not elsewhere.

XXXIII. INTEGRATION

This Agreement represents the complete and total agreement of the parties and that there are no other agreements or understandings between the parties other than those contained herein.

Any amendments or modifications of this Agreement shall be signed by both parties. In the event of any such amendments or modifications, upon execution of the same by both parties, such shall become part of this Agreement as if it had been originally part thereof.

XXXIV. ELECTRONIC MARQUEE BOARD

Franchisor shall be given non-exclusive access to the electronic marquee board along Amherst Street in order to advertise its programming and events at the Premises.

IN WITNESS WHEREOF the parties have executed this Agreement at
Nashua, New Hampshire, on the day and year first above-written.

WITNESS: CITY OF NASHUA

_____ by: _____
James Donchess, Mayor
Duly Authorized

WITNESS: GRANITE DIAMOND, LLC

_____ by: _____
John Creedon, Jr., Manager
Duly Authorized