

LEASE

This Lease ("Lease") is made as of the ____ day of December, 2016 ("Effective Date"), by and between the TOWN OF HINGHAM, a municipal corporation, acting through its Board of Selectmen ("Landlord"), and HINGHAM MARITIME CENTER, INC., a Massachusetts not for profit corporation ("Tenant"), collectively, the "Parties".

PREAMBLE

Pursuant to Article 32 of the Hingham 2015 Annual Town Meeting and the provisions of M.G.L. Chapter 40, §3, Landlord is authorized to lease certain premises located on Barnes Wharf to the Tenant consistent with the terms of that certain Request for Proposals for Disposition of Real Property, dated December 1, 2014 ("RFP") and Response of Lincoln Maritime Center, Inc., dated January 27, 2015 ("RFP Response").

Therefore, for good and valuable consideration paid, the receipt and sufficiency of which are acknowledged, the Parties to this Lease agree as follows:

ARTICLE I

Reference Data

1.1 Reference Data. Each reference in this Lease to any of the following subjects shall be construed to incorporate the corresponding data stated below:

PREMISES:	See Section 2.1 below.
LANDLORD:	Town of Hingham, a Massachusetts municipal corporation, acting through its Board of Selectmen
ADDRESS OF LANDLORD:	210 Central Street Hingham, MA 02043 Attention: Town Administrator
TENANT:	Hingham Maritime Center, Inc., a Massachusetts non-for-profit corporation
ADDRESS OF TENANT:	P.O. Box 492 Hingham, MA 02043
TERM:	Thirty (30) years, subject to the provisions of Section 2.2
BASE RENT:	As provided in Article III
LEASE YEAR:	A period of twelve (12) months commencing on the Commencement Date and each subsequent anniversary of the Commencement Date.

1.2 Defined Terms. In addition, to the Reference Data set forth in Section 1.1, the capitalized terms used in this Lease shall have the meanings set forth below.

“Alternative Term” has the meaning set forth in Section 2.2.6.

“Boathouse Facility” shall mean the Building and all other improvements required to be constructed by Tenant for the operation of the Premises for the Permitted Use, including, without limitation, any improvements to the Exclusive Appurtenant Areas and Common Areas required by Governmental Approvals for construction and use of the Building, but excluding the Wharf Improvements, the Dock and Float Improvements and the Boathouse Enhancements, both as defined in Section 8.2.

“Building” has the meaning set forth in Section 2.1.1.

“Capital Needs Study” has the meaning set forth in Section 4.1.3.

“Cash Rent” has the meaning set forth in Section 3.1.1.

“Commencement Date” shall mean January 1, 2017.

“Completion Date” has the meaning set forth in Section 9.4.

“Common Area” has the meaning set forth in Section 2.1.3, and as shown on Exhibit A.

“Conceptual Plans” shall mean the Conceptual Site Plan and the Conceptual Plans and Specifications.

“Conceptual Plans and Specifications” has the meaning set forth in Section 8.4.

“Conceptual Site Plan” has the meaning set forth in Section 8.4.

“Construction Bids” has the meaning set forth in Section 9.2.

“Construction Phase Term” has the meaning set forth in Section 2.2.4.

“Construction Documents” has the meaning set forth in Section 9.3.

“Cost of Improvements” shall mean all development costs related to the Boathouse Facility, including, without limitation: design and permitting costs; site preparation; building construction; utilities; design, engineering, and other consulting fees; insurance; legal and other professional fees; construction financing costs; and cost of performance bond.

“Docks and Floats” shall mean the system of docks, floats, ramps, gangways or like structures and equipment, connected directly or indirectly to Barnes Wharf, whether bottom anchored or attached to fixed piles, now or hereafter utilized to access Hingham Harbor from Barnes Wharf.

“Effective Date” has the meaning set forth in the introduction to this Lease.

“Exclusive Appurtenant Area” has the meaning set forth in Section 2.1.

“Expiration Date” shall be December 31, 2047.

“Event of Default” has the meaning set forth in Section 7.1.

“Governmental Approvals” shall mean all local, state and federal permits, approvals and licenses required for the use and operation of the Premises, including, without limitation the development of the Boathouse Facility, but excluding the Sewer Approvals and Wharf Improvement Approvals.

“Hazardous substances” has the meaning set forth in Section 4.1.5.

“HHS Teams” shall mean, collectively, the Hingham High School rowing team and sailing team, as further defined in the MOU.

“Immediately Available Funds” shall mean liquid funds that are available in cash, line of credit or other form that does not require the consent or approval of any party not otherwise acceptable to Landlord, are not unrealized pledges, or otherwise contingent.

“Indemnified Parties” has the meaning set forth in Section 4.1.7.

“Insurance Requirements” has the meaning set forth in Section 4.2.3(b).

“Land” has the meaning set forth in Section 2.1.2.

“Landlord’s Representative” has the meaning set forth in Section 8.3.

“Landlord’s Review Fee” has the meaning set forth in Section 4.2.3(b).

“Legal Requirements” has the meaning set forth in Section 4.1.5.

“Minimum Tenant Contribution” has the meaning set forth in Section 3.1.2.

“MOU” shall mean that certain Memorandum of Understanding, with the same Effective Date of this Lease, by and between, Landlord and Tenant and joined by Hingham Public Schools.

“MWRA” shall mean the Massachusetts Water Resources Authority.

“Permitted Changes” has the meaning set forth in Section 9.3.

“Permitting Period” has the meaning set forth in Section 8.5.

“Phase One Term” has the meaning set forth in Section 2.2.1.

“Phase Two Term” has the meaning set forth in Section 2.2.2.

“Phase Three Term” has the meaning set forth in Section 2.2.3.

“Pre-Construction Obligations” shall mean, collectively, the Construction Documents and the Construction Bids.

“Project Funds” shall mean the funds raised by Tenant for completion of the Boathouse Facility. The Project Funds shall be dedicated to the Boathouse Facility and none of the Project Funds may be dedicated to or expended for any other use by Tenant, including without limitation, Tenant’s operating expenses or the costs of any Dock and Float Improvements. The “Phase One Funds” and “Phase Two Funds” shall have the meanings set forth in Section 2.2.

“Property” shall mean the Land and all improvements now or hereafter located thereon.

“Public Access Restrooms” shall be one or more restrooms that shall be included in the design and construction of the Building for which access is possible from the Common Area without need to enter the Building.

“RFP” has the meaning set forth in the Preamble.

“RFP Response” has the meaning set forth in the Preamble.

“Sewer Approvals” shall mean all state and local permits and approvals required to connect the Property to the Hingham sanitary sewer system.

“Special Event” has the meaning set forth in Section 4.1.2(f).

“Team Room” shall mean a room within the Boathouse Facility which shall be accessible to the HHS Teams for meetings and a classroom.

“Tenant Improvements” has the meaning set forth in Section 8.2.

“Town Use” shall mean: (i) the use of the Docks and Floats and Premises by the HHS Teams pursuant to the MOU, and (ii) use of meeting space by the Town at no cost pursuant to Section 4.1.2(h) of this Lease.

“Wharf Improvements” shall mean the repairs, modifications and other improvements to be made to Barnes Wharf recommended in that certain report entitled “Visual Structure Assessments, Wharf Infrastructure Resiliency Improvements (Project #175), Hingham Harbor, Hingham, Massachusetts”, dated January 13, 2016, prepared by Beals & Thomas, and the letter from Beals & Thomas, dated June 8, 2016, as the same may be amended, and to be more particularly set forth in engineered plans.

“Wharf Improvement Approvals” shall mean all federal, state and local approvals, including Town Meeting authorizations, and appropriations, or other access to the funds (such as a grant awards), necessary to complete the Wharf Improvements.

ARTICLE II

Premises and Term

2.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Building located on the Land located on Summer Street in Hingham, Massachusetts and shown as Lot 58 on Assessor Map 51 (the “Property”), together with: (a) the

appurtenant and exclusive right to maintain and install Docks and Floats and to use the Exclusive Appurtenant Area for the storage of boats and related equipment; and (b) the appurtenant and non-exclusive right (except when exclusive use is expressly authorized under this Lease) to use the Common Area for purposes related to Tenant's Permitted Use; subject to the terms, covenants, conditions and provisions of this Lease, the MOU, all easements, reservations, restrictions and other encumbrances of record, the rights of Landlord and all others granted use of the Common Area by Landlord, and present and future Legal Requirements.

2.1.1 Building: The Building shall collectively refer to the building known as the "Curtis Family Boathouse" and the open pavilion existing as of the Commencement Date, and all additions, modifications, alterations, and replacements thereto, whenever constructed and whatever named or however referred to during the term of this Lease. The Building is and shall at all times be owned by Landlord.

2.1.2 Land: The land and wharf, commonly known as Barnes Wharf, described in a Taking, dated February 21, 1967, recorded with the Plymouth County Registry of Deeds in Book 3350, Page 351.

2.1.3 Common Area: Those parts of the Land specifically identified on Exhibit A intended for the common use of the public and all others granted rights thereto by Landlord, including parking areas, landscaping, curbs, sidewalks, and all portions of Barnes Wharf not included in the Exclusive Appurtenant Areas. Landlord reserves the right to change from time to time the dimensions and location of the Common Area provided such changes do not materially interfere with the rights of Tenant under this Lease. Without limiting the generality of the immediately preceding sentence, Landlord may substitute any existing parking area with other parking areas reasonably accessible to the users of the Land and Landlord may from time to time allow events in the Common Area so long as they do not materially interfere with the operations of the Tenant. Tenant shall have the right to restrict access to the Docks and Floats in a manner consistent with the MOU, terms of the Lease, and public safety.

2.2 Term and Delivery of Possession. To have and to hold for a term ("Term") of thirty (30) years, beginning on the Commencement Date and ending on the Expiration Date, subject to the following obligations, which, if not timely fulfilled, may modify the Term of the Lease as set forth in this Section 2.2. A chart summarizing the terms of this Section 2.2 is attached hereto as Schedule 2.2 for reference only and in the event of any difference between the terms of this Section 2.2 and said chart, the terms of this Section 2.2 shall govern.

Tenant acknowledges that Landlord's authority to enter into this Lease is conditioned upon Tenant making certain improvements to the Premises as set forth in the RFP Response, in particular the Boathouse Facility. Landlord and Tenant acknowledge that construction of the Boathouse Facility is contingent upon the receipt of certain approvals and Tenant securing the Project Funds. In order to allow for a reasonable period of time for the receipt of such approvals and for Tenant to secure the Project Funds, Landlord agrees that the actual Term of the Lease shall be divided into following phases:

2.2.1 Phase One Term. The “Phase One Term” shall be two (2) years, commencing on the Commencement Date and ending on December 31, 2018. During the Phase One Term, Landlord and Tenant shall have the following obligations:

(a) Landlord and Tenant shall work cooperatively and use good faith efforts to obtain the Sewer Approvals; and

(b) Landlord shall use good faith efforts to obtain the Wharf Improvement Approvals; and

(c) Tenant shall use good faith efforts to raise through cash or bona fide commitments an amount equaling at least 50% of the Project Funds (“Phase One Funds”), and provide to Landlord an affidavit by authorized officers of Tenant evidencing to Landlord’s reasonable satisfaction, including copies of bank statements and written commitments, receipt of the Phase One Funds.

No later than June 30, 2018, or such other mutually agreed-upon date, Landlord and Tenant shall meet at a public meeting of the Board of Selectmen to review the status of the Phase One Term obligations. Unless otherwise agreed in writing by the parties, if:

(i) All of the Phase One Term obligations have been met, the Phase Two Term shall commence immediately upon expiration of the Phase One Term, as the same may have been extended hereunder; or

(ii) Either the Sewer Approvals or the Wharf Improvement Approvals are not yet obtained and cannot be obtained by the end of the Phase One Term, but may still be obtainable, the Phase One Term shall be automatically extended for up to two (2) periods of one (1) year each, with the parties meeting at least three (3) months prior to the end of the first one year extension period to review the status of the obligations to determine if the second one year extension period is necessary. If the second one year period is necessary, the parties shall meet at least three (3) months prior to the end of the second one (1) year period to review the status of the obligations; or

(iii) The Sewer Approvals or the Wharf Improvement Approvals cannot be obtained, despite good faith efforts by Landlord, because Town Meeting, the MWRA, the Massachusetts legislature, or any other applicable governmental authority, denies or fails to grant any requisite permit or application, the Landlord shall not be obligated to appeal such decision or re-apply, as applicable, and the Alternative Term shall commence immediately upon expiration of the Phase One Term, as the same may have been extended hereunder; or

(iv) If the Sewer Approvals and the Wharf Improvement Approvals are obtained, but Tenant has not raised the Phase One Funds, Tenant shall have until the expiration of the Phase One Term to provide the affidavit required under subsection 2.2.1(c); if such evidence is timely provided, then subsection (i) shall apply, and if it is not timely provided, the Alternative Term shall commence immediately upon expiration of the Phase One Term.

2.2.2 Phase Two Term. Unless the Alternative Term has been triggered, the “Phase Two Term” shall be one (1) year, commencing at the expiration of the Phase One Term. During the Phase Two Term, Landlord and Tenant shall have the following obligations:

(a) Landlord shall use good faith efforts to undertake and complete the Wharf Improvements; and

(b) Tenant shall use good faith effort to obtain the Governmental Approvals required for the Boathouse Facility; and

(c) Tenant shall use good faith efforts to raise through cash or bona fide commitments at least 75% of the Project Funds (“Phase Two Funds”), and provide to Landlord an affidavit of authorized officers of Tenant evidencing to Landlord’s reasonable satisfaction, including copies of bank statements and written commitments, receipt of the Phase Two Funds.

No later than six months prior to the end of the Phase Two Term, or such other mutually agreed-upon date, Landlord and Tenant shall meet at a public meeting of the Board of Selectmen to review the status of the Phase Two Term obligations. Unless otherwise agreed in writing by the parties, if:

(i) All of the Phase Two Term obligations have been met, the Phase Three Term shall commence immediately upon expiration of the Phase Two Term, as the same may have been extended hereunder; or

(ii) Either the Wharf Improvements are not yet completed or the Governmental Approvals are not yet obtained, and neither obligation can be satisfied by the end of the Phase Two Term, the Phase Two Term shall be automatically extended one (1) year, with the parties meeting at least three (3) months prior to the end of such one (1) year period to review the status of the obligations; or

(iii) If the Wharf Improvements are completed and the Governmental Approvals are obtained, but Tenant has not raised the Phase Two Funds, Tenant shall have until the expiration of the Phase Two Term to provide the affidavit required under subsection 2.2.2(c); if such evidence is timely provided, then subsection (i) shall apply, and if it is not timely provided, the Alternative Term shall commence immediately upon expiration of the Phase Two Term.

2.2.3 Phase Three Term. Unless the Alternative Term has been triggered, the “Phase Three Term” shall be six (6) months, commencing at the expiration of the Phase Two Term. During the Phase Three Term, Landlord and Tenant shall have the following obligations:

(a) Tenant shall have completed the Construction Documents; and

(b) Landlord and Tenant shall cooperate to obtain bona fide Construction Bids for construction of the Boathouse Facility; and

(c) Tenant shall use good faith efforts to raise at least 100% of the Project Funds, and provide to Landlord an affidavit of authorized officers of Tenant evidencing to Landlord's reasonable satisfaction, that Tenant has received the Project Funds (rather than commitments for Project Funds), and that the Project Funds are in Immediately Available Funds to meet the full cost of construction of the Boathouse Facility; and

(d) Tenant shall be in compliance with all Pre-Construction Obligations.

No later than thirty (30) days prior to the end of the Phase Three Term, or such other mutually agreed-upon date, Landlord and Tenant shall meet at a public meeting of the Board of Selectmen to review the status of the Phase Three Term obligations. Unless otherwise agreed in writing by the parties, if:

(i) All of the Phase Three Term obligations have been met, the Construction Phase Term shall commence immediately upon expiration of the Phase Three Term; or

(ii) All of the Project Funds have been raised as required by Section 2.2.3(c) above, but despite Tenant's good faith efforts, Tenant is not yet in compliance with all Pre-Construction Obligations, so long as the Construction Bids are still valid, the Phase Three Term may be extended by written notice of Tenant to Landlord for a period of up three (3) months to complete all Pre-Construction Obligations, in which event subsection (i) shall apply, and if it is not timely completed, the Alternative Term shall commence immediately upon expiration of the Phase Three Term.

2.2.4 Construction Phase Term. Unless the Alternative Term has been triggered, the "Construction Phase Term" shall commence at the expiration of the Phase Three Term and expire on the earlier of one (1) year or the issuance of a final certificate of occupancy for the Boathouse Facility. During the Construction Phase Term, Tenant shall diligently pursue completion of construction of the Boathouse Facility. Unless otherwise agreed in writing by the parties:

(i) Upon the issuance of the final certificate of occupancy, the remainder of the Lease Term shall commence and shall expire on the Expiration Date.

Tenant may, not later than sixty (60) days prior to the expiration the Construction Phase Term, request an extension of the Construction Phase Term for a period of up to six (6) months, which extension shall not be unreasonably withheld if Tenant demonstrates to Landlord's reasonable satisfaction that Tenant has diligently pursued completion of construction and/or that delays in construction were outside of Tenant's reasonable control. For example, incidents of force majeure may be outside of Tenant's reasonable control, but a failure of Tenant to maintain sufficient Project Funds to complete construction may not be. If an extension is granted then, upon receipt of a final certificate of occupancy, subsection (i) shall apply; however, in the event that no extension is granted or work is incomplete at the end of any granted extension, then the Alternative Term shall commence, and Landlord shall retain all rights of Landlord with respect to completion of construction set forth in Article IX.

2.2.5 Early Completion. In the event Tenant satisfies any of its obligations under subsections 2.1.1 through 2.2.3 prior to the expiration of the then current Term phase, the Tenant may, at its own election, proceed toward fulfilling its obligations for later phases, provided, however, that in no event may Tenant commence construction on the Premises until the Sewer Approvals are received and the Wharf Improvements are completed without the prior consent of Landlord in its sole discretion.

2.2.6 Alternative Term. The “Alternative Term”, if applicable, shall commence upon the expiration of then applicable Term period set forth in this Section 2.2 or as otherwise set forth in this Lease, and shall expire on December 31st of the same calendar year, provided, however, that if the result would be an Alternative Term of less than six months, the Alternative Term shall not expire until December 31st of the following calendar year. Unless written notice of its election to terminate this Lease as of the expiration of the then current Alternative Term is given by either party to the other no later than six (6) months prior to the expiration of such Alternative Term, the Alternative Term shall be automatically extended for a twelve (12) month period of January 1 to December 31; but in no event shall the entire Term of this Lease exceed thirty (30) years from the Commencement Date.

Notwithstanding the foregoing or any other provision of this Lease to the contrary, once the Alternative Term is triggered by a failure of Tenant to fulfill any of its obligations under this Lease, if Tenant is able during the first Alternative Term to satisfy such obligations, then, provided that this Lease has not otherwise terminated, and that neither party has already unconditionally exercised its election to terminate the Lease, upon written request by Tenant to Landlord, Landlord, in Landlord’s reasonable judgment upon review of evidence satisfactory to Landlord of Tenant’s ability to fulfill its obligations, may permit Tenant to satisfy such outstanding obligations in which event all of the provisions of subsection 2.2.1 through 2.2.4, as applicable, shall apply, and the Original Term of the Lease may be reinstated.

ARTICLE III

Rent

3.1 Base Rent. Base Rent shall be comprised of: (a) Cash Rent and (b) the Cost of Improvements, each as hereinafter defined. The total value of the Base Rent shall be calculated as the sum of (a) the Cash Rent over the full Term of the Lease (\$3,000) and (b) the Cost of Improvements and amortized over a thirty (30) year Term, at the same fixed interest rate the Town would likely pay on or about the Effective Date for a 30-year bond issue of the same amount. The amortization schedule attached hereto as Schedule 3.1 to this Lease shows the effective annual Base Rent being paid for each of the Lease Years based on the Minimum Tenant Contribution and shall be updated upon determination of the actual Cost of Improvements. As additional consideration for Landlord’s agreement to Lease the Premises to Tenant, there shall be certain Town Use at no cost to Landlord.

In further consideration of the Base Rent accepted by Landlord under this Lease, Tenant covenants and agrees that throughout the term of this Lease, no member of the board of trustees of Tenant shall be compensated in any way and any reserve fund held by Tenant, exclusive of the Project Funds and a segregated capital reserve fund which may only be applied to capital

expenditures (and not to regular maintenance and repair), shall not exceed twenty-five percent (25%) of the operating budget of Tenant for the fiscal year.

3.1.1 Cash Rent. The amount of the "Cash Rent" shall be \$100 per year, which shall be payable in full on January 2nd of each Lease Year from and after the Commencement Date.

3.1.2 Cost of Improvements. The Cost of Improvements used to calculate Base Rent shall be the actual, documented cost of the Boathouse Facility (exclusive of Docks and Floats and personal property, such as furniture, décor and equipment). The Minimum Tenant Contribution shall be not less than Three Million Five Hundred Thousand Dollars (\$3,500,000), unless a lesser amount is agreed to by Landlord after Conceptual Plans are approved by Landlord and the estimated Cost of Improvements is determined by Tenant. All amounts paid by Tenant to complete the Boathouse Facility as required under this Lease over and above the Minimum Tenant Contribution shall not be subject to any reimbursement or credit of any kind from Landlord. Notwithstanding Tenant's desire to make certain improvements to the Docks and Floats from time to time, because the Docks and Floats may be of limited value at the time of expiration of the Lease Term, the cost of any such Dock and Float improvements shall not be factored into the Cost of Improvements for the purpose of determining Base Rent.

3.2 Additional Rent. This Lease is a NET LEASE, and Landlord shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Premises except to the extent hereinafter provided, nor shall the rent payable hereunder be subject to any abatement, reduction or offset whatsoever on account of any such charge or otherwise except as hereinafter provided. In order that the Base Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay, as Additional Rent, any legally required taxes, betterment assessments, insurance costs, and utility charges with respect to the Premises as provided in this Section 3.2 as follows:

3.2.1 Real Estate Taxes. To the extent applicable, Tenant shall pay, directly to the authority charged with collection thereof, at least ten (10) days before the same are due: (a) all taxes, assessments (special or otherwise), levies, fees, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term hereof, imposed or levied upon or assessed, with respect to any period falling within the Term against (i) the Premises, (ii) any Base Rent, Additional Rent or other sum payable hereunder or (iii) this Lease, or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Premises; (b) all sales, value added, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; and (iii) all charges for utilities furnished to the Premises which may become a lien on the Premises (collectively "taxes and assessments" or if singular "tax or assessment"). If any tax or assessment levied against the Premises may legally be paid in installments, Tenant may elect to pay such tax or assessment in installments. For each tax or assessment period, or installment period thereof, wholly included in the Term, all such payments shall be made by Tenant not less than ten days prior to the last date on which the same may be paid without interest or penalty; provided that for any fraction of a tax or assessment period, or installment period thereof, included in the Term at the beginning or end thereof, Tenant shall pay to Landlord, within 10 days after receipt of invoice therefor, the

fraction of taxes and assessments so levied or assessed or becoming payable which is allocable to such included period.

Nothing contained in this Lease shall, however, require Tenant to pay any franchise, corporate, estate, inheritance, succession capital levy or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease unless (A) such tax is imposed, levied or assessed in substitution for any other tax or assessment which Tenant is required to pay pursuant to this Section 3.2.1, or (B) if at any time during the Term of this Lease, the method of taxation shall be such that there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received from the Premises and/or any tax or assessment measured by or based, in whole or in part, upon such rents or measured in whole or in part by income from the Premises (if in computing such rents or income there is not allowable as a deduction for the taxable year substantially all of the depreciation or interest deductions allowed for federal income tax purposes for the taxable year), or upon the value of the Premises or any present or future improvement or improvements on the Premises, in which case all such taxes and assessments or the part thereof so measured or based ("Substitute Taxes"), shall be payable by Tenant, provided however, Tenant's obligation with respect to the aforesaid Substitute Taxes shall be limited to the amount thereof as computed at the rates that would be payable if the Premises were the only property of Landlord.

3.2.2 Insurance. Tenant shall take out and maintain throughout the Term the following insurance protecting Landlord as a named insured and with such additional insureds as Landlord from time to time may reasonably designate by notice to Tenant, the premiums under which shall be Additional Rent. Landlord may, at its reasonable discretion, require an increase in the minimum limits of any of the insurance required hereunder, provided that such increases shall not occur more often than every five years.

(a) Property/Buildings insurance: Existing and any new buildings will be covered by Landlord's umbrella property casualty coverage during term of lease. Tenant shall pay to Landlord as Additional Rent, within thirty (30) days of written notice thereof, the proportionate cost of Landlord's property insurance attributable to the Premises. For the first Lease Year Tenant's proportionate share of property insurance shall be \$4,400.00.

(b) Tenant must assume all risk of flood damage and shall be subject to the provisions of Section 6.3 of this Lease; provided, however, that if the Landlord elects to carry flood insurance for the Building, or if Tenant elects to carry flood insurance, Landlord shall be an additional insured, all proceeds shall be paid over to Landlord in the event of a claim, and, in either case, the provisions of Article VI (other than Section 6.3) shall govern.

(c) Commercial/Business Liability insurance for sailing/boating school operations conducted by Tenant with minimum combined single limits of \$1,000,000 per occurrence (bodily injury and property damage liability) for liability arising out of Tenant's use and operation on the Property.

(d) Comprehensive general liability insurance indemnifying Landlord and Tenant against all claims and demands for any injury to person or damage to property which

may be claimed to have occurred on or about the Premises or on the Property, in amounts which shall, at the beginning of the Term, be at least equal to \$1,000,000 per occurrence.

(e) Workmen's compensation insurance with statutory limits covering all of Tenant's employees working on the Premises.

(f) At all times during the Term, during the course of any construction or renovation of any improvements or alterations on the Premises, completed value form, "all physical loss", builder's risk insurance on all work being performed on the Property, in such amounts as Landlord may reasonably require to afford one hundred percent (100%) coverage against loss, and owner's contingent or protective liability insurance, covering claims not covered by or under the terms of the above-mentioned comprehensive general liability insurance, with combined single limit coverage at least equal to the limits set forth in Section 3.2.2(d), or such higher limits as Landlord may reasonably require, and workmen's compensation insurance covering all persons working on the job site or in connection with such construction.

(g) Copies of all policies of insurance required under this Section 3.2.2 shall be deposited with Landlord. All policies required under this Section 3.2.2 shall be obtained from responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's prior approval. Tenant agrees to furnish Landlord with policies of all such insurance prior to the beginning of the Term hereof and of each renewal policy at least 30 days prior to the expiration of the policy it renews. Each such policy shall be non-cancellable with respect to the interest of Landlord without at least 30 days' prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific amount of coverage to the Premises, which allocation shall be sufficient in amount to satisfy the requirements of this Section 3.2.2.

(h) All insurance which is carried by either party with respect to the Premises, programs and operations at the Premises or to furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, shall include provisions which deny to the insurer acquisition by subrogation of rights of recovery against the other party. Each party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said non-subrogation provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Tenant shall not acquire as insured under any insurance carried on the Premises any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to Landlord any checks or other instruments in payment of loss in which Tenant is named as payee.

3.2.3 Utilities. Tenant shall pay directly to the proper authorities or persons or entities charged with the collection thereof all charges for gas, electricity, telephone, fuel and other utilities or services used or consumed on the Premises, whether called charge, tax, assessment, fee or otherwise, including, without limitation, water and sewer use charges and taxes, and electric costs for any lighting in the Common Areas required for the safe operation of the Premises, such as the parking areas, all such charges to be paid as the same from time to time

become due. Tenant shall make its own arrangements for such utilities and Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises. Tenant agrees that it will at all times keep sufficient heat in the Building to prevent the pipes therein from freezing.

ARTICLE IV

Tenant's Additional Covenants

4.1 Affirmative Covenants. Tenant covenants at its sole expense at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

4.1.1 Perform Obligations. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Base Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

4.1.2 Permitted Use. The Permitted Uses of the Premises shall be for the following purposes, including operation of a community boating program, fundraising and the rental of the Premises to raise funds for the Tenant's charitable purposes and, consistent with Tenant's rights and obligations under this Lease and the MOU, use by community not for profit organizations, all in accordance with the terms of this Lease:

(a) Community Boating Program. The Premises shall be occupied and used for the primary purpose of operating a not for profit community rowing, sailing and maritime related education program.

(b) Construction of Tenant Improvements. Tenant shall be permitted to construct the Tenant Improvements in accordance with this Lease.

(c) Operating Season and Hours. The required minimal operating season is May 15 through October 15, inclusive. Tenant may set hours of operation as Tenant sees fit, provided that the hours of operation are in compliance with all Legal Requirements. This provision does not in any way limit the ability of the Tenant to elect to provide programs or host programs related to the Permitted Use during other periods of the year to the extent permitted by this Lease.

(d) Policies to Encourage Use by All Races, Nationalities, Ages and Genders. Throughout the Term, Tenant shall use, establish and maintain policies to encourage use of the Premises by persons of all races, nationalities, ages and genders and shall make its programs without discrimination with respect to the same.

(e) HHS Teams; Third Party Use. Notwithstanding any provision of this Lease to the contrary, access to Hingham Harbor over Barnes Wharf, including agreed use of the Docks and Floats for such access, shall be governed by the MOU which is incorporated herein by reference, as the same may be amended from time to time.

(f) Special Events. A "Special Event" shall be any event outside of Tenant's regularly scheduled lesson programs and day-to-day operations, including, but not

limited to, fundraisers and publicly advertised events (e.g. a “tall ship”), during which event Tenant desires to prohibit or restrict public access to the Common Areas, or charge an entry fee for public access to any Common Areas. All Special Events shall be subject to the prior approval of Landlord, provided, however, that Tenant may hold up to twelve (12) Special Events each Lease Year without Landlord’s consent provided that for such Special Events: (i) each day such an event occurs shall be a separate Special Event; (ii) Special Events may not occur more than two (2) days per calendar month; and (iii) Tenant shall give at least fifteen (15) days prior written notice of each Special Event, with the details of such event, to Landlord and the Hingham Police Chief, and abide by all requirements of the Hingham Police Department in connection therewith. In no event shall Tenant prohibit or restrict access of the public to Common Areas during the annual July 4th fireworks, regardless of which date such fireworks are held. All Special Events must be conducted in compliance with federal, state, and local laws. No alcoholic beverages shall be served at a Special Event without a liquor license, and at no event (special or otherwise) shall alcoholic beverages be sold on the Premises without a liquor license.

(g) Public Access. The Premises subject to this Lease consist of public lands of Landlord. Throughout the Term, the general public shall have pedestrian access to and across the Common Areas of the Property during the hours from dawn to dusk (and on the evening of the Town’s annual July 4th fireworks celebration until the completion of such event) as an invitee of Landlord for purposes of passive recreation. Notwithstanding the foregoing, Landlord acknowledges and agrees that public access may be limited during the winter months when float and dock storage is required on the wharf. In addition to and not in limitation of the foregoing, Tenant shall allow access to the Public Access Restrooms, once constructed, located in the Building during such periods of time that public access to the Common Areas is permitted. Landlord shall cooperate with Tenant in any defense that Tenant may raise under M.G.L c. 21, § 17C (the so-called “Recreational Use Statute”) against a third-party claim. Such cooperation shall include execution by Landlord of documents, provided, however, that the Landlord shall be under no obligation to incur any costs, to give any warranties or indemnities, or to increase the liability of the Landlord under this Lease or under applicable laws and regulations.

(h) Meeting Rooms. Tenant shall make any meeting room(s) in the Building available for use by Town of Hingham officials, boards or committees, with advance notice of not less than seven (7) days’ notice (or such shorter time if Tenant is able to accommodate such request at Tenant’s discretion) and provided that such use does not conflict with activities by Tenant or other previously scheduled events. All official Town of Hingham use of a meeting room shall be permitted without charge.

(i) Display of Signs, Advertisements, Posters, and Notices. Tenant covenants and agrees that it shall not inscribe, affix, or otherwise display signs, advertisements or notices in, on, upon, any windows or on any door, or other exterior part of the Building or any portion of the Property without the prior written consent of the Landlord, and then only in such place, size, color, number and style as approved by Landlord and in compliance with all Legal Requirements. If such consent is given by Landlord, the cost of installing, inscribing, affixing and maintaining the approved material, as well as the cost of removing and disposing of same at the termination or expiration of this Lease, shall be charged to and be paid by Tenant, and Tenant agrees to pay the same promptly and on demand. If any of the foregoing has been installed without Landlord’s prior approval, Landlord may immediately remove and dispose of the same

at Tenant's expense. Without limiting the foregoing, Tenant acknowledges that, with the exception of the existing "Curtis Family Boathouse", no portion of the Building or Property may be "named" except in accordance with applicable Hingham General Bylaws governing the same, and any additional signage proposed by Tenant for the Premises or Property may only be used to identify the Tenant, except as otherwise required (e.g., parking, directional and other safety-related signage) or as permitted by Landlord. Nothing herein shall limit Landlord's right to install reasonable signage on the Common Areas at Landlord's discretion.

(j) Annual Meeting. An annual meeting shall be held between Tenant and Landlord to discuss the programs and other pertinent Premises issues. The meeting shall be held during the months of January or February to discuss the preceding year's program and activities at the Premises, as well as planned programming, Special Events and other activities for the following year, with additional meetings to be held as needed.

(k) Law Enforcement. Tenant shall be responsible to ensure adequate law enforcement for the Premises and in connection with Special Events and any other non-Tenant use of the Premises and the cost thereof. Common Areas shall be policed by Hingham public safety in a manner determined by the Hingham Police Chief in his sole discretion.

4.1.3 Repair and Maintenance. Except as otherwise provided in Section 5.3 and Article VI, to (a) perform all maintenance, repairs and replacements necessary to keep the Premises, including, without limitation, the exterior, the roof and structure of all improvements thereon and all heating, plumbing, hot water, ventilating, electrical, air-conditioning, security, alarm, elevator and mechanical systems and other fixtures and equipment now or hereafter on the Premises, in good order, condition and repair; (b) maintain in good condition all Common Areas on the Property, including any landscaped areas and parking areas, and to keep free of snow and ice (if Tenant is using the Premises for any purpose during winter months), and light parking areas and walks; and (c) make all repairs and replacements and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen, including without limitation, compliance with the recommendations of each Capital Needs Study (as defined below). Tenant shall, upon request, provide Landlord with access to maintenance records and service contracts, if any. All repairs, maintenance and replacement shall be done in accordance with applicable law, including M.G.L. Chapter 30B, if applicable. Every fifth year during the Lease Term Tenant shall commission a capital needs study of the Premises by a reputable consultant with experience in preparing capital needs studies of properties similar to the Premises ("Capital Needs Study") and shall deliver such study to Landlord within thirty (30) days after the end of each such five (5) year period.

4.1.4 Non-Profit Corporation. Tenant shall retain its non-profit status under Section 501(c)(3) of the Internal Revenue Code.

4.1.5 Compliance with Law. To operate and maintain the premises in accordance with all "Legal Requirements" as follows: make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety equipment so required; and to comply with the orders, regulations, variances, licenses and permits of or granted by

governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises, the condition, use or occupancy thereof, and with respect to state law governing public buildings; not to dump, flush, or in any way introduce any hazardous substances, hazardous material, oil, or any other toxic substances into the septic, sewage or other waste disposal system serving the Premises or the waters of Hingham Harbor, not to generate, store or dispose of hazardous substances, hazardous material, oil, or any other toxic substances in or on the Property or dispose of hazardous substances, hazardous material, oil, or any other toxic substances from the Property to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. c.21C, and regulations adopted pursuant thereto, and successors to such act and regulations, as may be enacted from time to time, and all other applicable laws, ordinances and regulations; to notify Landlord of any incident which would require the filing of a notice under applicable federal, state, or local law; not to store or dispose of hazardous substances, hazardous material, oil, or any other toxic substances on the Premises without first submitting to Landlord a list of all such hazardous substances, hazardous material, oil, and any other toxic substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits have been renewed with copies of such renewed permits, and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises. "Hazardous substances" as used in this paragraph shall mean "hazardous substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act and "hazardous material" and "oil" as used in this paragraph shall mean "hazardous material" and "oil" as defined in the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended, M.G.L. c.21E, and regulations adopted pursuant thereto, and successors to such act and regulations, as may be enacted from time to time. Landlord's consents shall not be required for the use and storage of material necessary and regularly used in small boat repair, so long as such use is in accordance with applicable law.

4.1.6 Tenant's Work. Without limiting the provisions of Section 4.2.3 and Articles VIII and IX hereof, to procure at Tenant's sole expense all necessary Governmental Approvals before undertaking any work on the Property; to do all such work in compliance with the applicable provisions of this Lease; to do all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws; to furnish to Landlord prior to the commencement of any such work a bond or other security acceptable to Landlord assuring that any work commenced by Tenant will be completed in accordance with the specifications approved in writing by Landlord, and that no liens for labor or materials will attach to the Property with respect to any such work; to pay promptly when due the entire cost of any work on the Property undertaken by Tenant so that the Property shall at all times be free of liens for labor and materials; to employ for such work one or more responsible contractors whose labor will work without interference with other labor working on the Property; to require such contractors employed by Tenant to carry workmen's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the Property in amounts that at least equal the limits set forth in this Lease and to submit

certificates evidencing such coverage to Landlord prior to the commencement of such work; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

4.1.7 Indemnity. Tenant agrees to indemnify and defend, with counsel approved by Landlord, all actions, against Landlord and its boards, departments, agencies and commissions, its employees, special employees, agents, volunteers, officers, all in their individual and in their official capacity (collectively, the “Indemnified Parties”) with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees and costs) resulting from (i) claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from use and occupancy of the Premises, (ii) any activity, work, or thing done, permitted or suffered by Tenant in or about the Property, (iii) due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors or agents, or (iv) any Event of Default by Tenant or other failure of Tenant to perform any of its obligations under this Lease, unless any of the above items (i) – (iv) have arisen due to the gross negligence or intentional act of Landlord. In no event shall the Landlord have any right to indemnification arising out of, or in any way related to, any act or omission of any agent or designee of the Hingham High School Athletic Department or the HHS Teams.

4.1.8 Landlord’s Right to Enter. To permit Landlord and its agents to enter into and examine the Premises at reasonable times and upon reasonable notice (and in case of emergency at any time without notice) to make such repairs, replacements and additions as Landlord may elect, without, however, any obligation to do so, and similarly at reasonable times and upon reasonable notice to show the Premises to prospective purchasers, lenders, and tenants and, during the last twelve (12) months of the Term as it may be extended hereunder, to keep affixed in suitable places notices for letting.

4.1.9 Personal Property at Tenant’s Risk. All of the records, materials, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through and under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Property, shall be at the sole risk and hazard of Tenant or anyone claiming under Tenant, and if the whole or any part thereof 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 or damage is to be charged to or to be borne by Landlord.

4.1.10 Payment of Landlord’s Cost of Enforcement. To pay Landlord’s reasonable expenses, including reasonable attorney’s fees, incurred enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease as provided in Section 7.4.

4.1.11 Yield Up. At the expiration of the Term or earlier termination of this Lease, to surrender all keys to the Premises, to remove all personal property purchased or leased by Tenant and located in the Premises, which are not affixed to the Building or Land or which Landlord has agreed in writing that Tenant may remove at the expiration of the Term, to remove

such installations made by Tenant as Landlord may request and all Tenant's signs wherever located, and to yield up the Premises (including all installations and improvements made by Tenant except for those as to which Landlord shall request Tenant to remove and except for movable trade fixtures) broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease. Tenant will repair any and all damage caused by or resulting from any removals. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in enforcing such removal and disposition and in making any necessary repairs and replacements to the Premises.

4.1.12 Estoppel Certificate. Upon not less than ten (10) days prior written notice, Tenant agrees to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications), and the dates to which the Base Rent and Additional Rent and other charges have been paid, or the amount of Tenant's contribution to the Tenant Improvements or any subsequent alterations to the Premises, and any other information reasonably required by Landlord. Any such statement delivered pursuant to this Section 4.1.12 may be relied upon by any prospective purchaser or Landlord's auditors.

4.1.13 Landlord's Expenses Regarding Consents. To reimburse Landlord promptly on demand for all reasonable legal expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

4.1.14 Reporting Requirements.

(a) Financial Statements. Tenant shall furnish to Landlord Tenant's IRS 990 and Massachusetts Form PC, as well any other financial statements or other documents required to be filed with the Massachusetts Attorney General Not-for-Profit Organizations/Public Charities Division, simultaneously with filing with the IRS and the Massachusetts Attorney General, but in no event later than 90 days after each full or partial Tenant fiscal year after the Effective Date of this Lease.

(b) Capital Expenditures. Every year, within ninety (90) days after the end of Tenant's fiscal year, Tenant shall submit to Landlord a written report describing the balance of any capital reserve fund and/or expenditures, if any, for capital improvements, including without limitation, Tenant's compliance with the recommendations of any Capital Needs Study.

(c) Annual Statistical Reports. Every year, within ninety (90) days after the end of Tenant's fiscal year, Tenant shall submit to Landlord a written report describing the programs for the then-ended fiscal year. The purpose of such report shall be to demonstrate, to Landlord's reasonable satisfaction, that the programs have been operated in compliance with this Lease and the MOU. Such report shall include, without limitation, the number of programs offered, the number of people participating, the number and type of Special Events, and any additional information Landlord may reasonably request. Each such report shall be certified by

Tenant, under penalties of perjury, as being accurate, true, and complete, to the best of Tenant's knowledge, belief, and ability to ascertain.

4.1.15 Hold Over. Any holding over by Tenant after the expiration or early termination of the Term of this Lease shall be treated as a tenancy at sufferance and shall be on the terms and conditions as set forth in this Lease, as far as applicable except that Tenant shall pay as a use and occupancy charge an amount equal to twice the Base Rent in effect immediately prior to such hold over period, together with all Additional Rent, for the period measured from the day on which Tenant's hold-over commences and terminating on the day on which Tenant vacates the Premises. For the purpose of this Section, Base Rent shall be deemed to be the amount that is equivalent to the monthly Base Rent for such period prior to the hold over that was previously deemed prepaid as set forth in Schedule 3.1). In addition, Tenant shall save the Landlord Parties harmless and will exonerate, defend and indemnify the Landlord Parties from and against any and all damages which Landlord may suffer on account of Tenant's hold-over in the Premises after the expiration or prior termination of the term of this Lease. Nothing in the foregoing nor any other term or provision of this Lease shall be deemed to permit Tenant to retain possession of the Premises or hold over in the Premises after the expiration or earlier termination of the Lease Term.

4.2 Negative Covenants. Tenant covenants at all times during the Term and for such further time as Tenant occupies the Premises or any part thereof:

4.2.1 Assignment and Subletting.

(a) Except as expressly set forth in this Lease, including Special Events and the MOU, not to assign, transfer, mortgage or pledge this Lease or to grant a security interest in Tenant's rights hereunder, or to sublease (which term shall be deemed to include the granting of concessions and licenses and the like) or permit anyone other than Tenant to occupy all or any part of the Premises or suffer or permit this Lease or the leasehold interest hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Notwithstanding the above, Tenant shall have the right to change the name of Tenant's corporation without a change of control of the Tenant entity. Any assignment, mortgage, pledge, hypothecation, transfer or subletting not expressly permitted in or consented to by Landlord under this Section 4.2.1 shall be void, ab initio; shall be of no force and effect; and shall confer no rights on or in favor of third parties. In addition, Landlord shall be entitled to seek specific performance of, and other equitable relief with respect to, the provisions hereof. Notwithstanding the foregoing, Tenant shall have the right to allow limited use of the Premises (which are not Special Events) by other not for profit organizations whose use would be in furtherance of the not for profit mission of Tenant.

(b) Notwithstanding the provisions of Section 4.2.1(a), in the event Tenant desires to assign this Lease or to sublet the whole (but not part) of the Premises (no partial subletting being permitted), Tenant shall notify Landlord thereof in writing and Landlord shall have the right at its sole option, to be exercised within thirty (30) days after receipt of Tenant's notice, to terminate this Lease as of a date specified in a notice to Tenant, which date

shall not be earlier than sixty (60) days nor later than one hundred and twenty (120) days after Landlord's notice to Tenant; provided, however, that upon the termination date as set forth in Landlord's notice, all obligations relating to the period after such termination date (but not those relating to the period before such termination date) shall cease.

(c) If Tenant desires to assign this Lease or to sublet the whole of the Premises and Landlord has not exercised its rights under subsection (b) above, Tenant shall give Landlord prior notice of any proposed sublease or assignment, and said notice shall specify the provisions of the proposed assignment or subletting, including (i) the name and address of the proposed assignee or subtenant, (ii) information as to the proposed assignee's or proposed subtenant's net worth and financial capability and standing as may reasonably be required (provided, however, that Landlord shall hold such information confidential having the right to release same to the extent required by applicable law), (iii) all of the terms and provisions upon which the proposed assignment or subletting is to be made, (iv) all other information as Landlord may reasonably request.

(d) If for any assignment or sublease or occupancy by another, Tenant receives rent or other consideration, either initially or over the term of the assignment, sublease or occupancy, Tenant shall pay to Landlord, as Additional Rent, 75% of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

It shall be a condition of the validity of any assignment of right or consented to by Landlord, that both Tenant and the assignee agree directly with Landlord in a separate written instrument reasonably satisfactory to Landlord which contains terms and provisions reasonably required by Landlord, including, without limitation, the agreement of the assignee to be bound by all the obligations of the Tenant hereunder from and after the date of the assignment, including, without limitation, the obligation to pay the Base Rent, Additional Rent, and other amounts provided for under this Lease, but such assignment shall not relieve the Tenant named herein of any of the obligations of the Tenant hereunder, Tenant shall remain fully and primarily liable therefor and the liability of Tenant and such assignee shall be joint and several. It shall be a condition of the validity of any sublease of right or consented by Landlord that the sublease provide (with Landlord specifically stated to be a third-party beneficiary of such provision) that the subtenant: (i) will not breach any of Tenant's obligations under the Lease, (ii) will obtain any liability insurance covering the same risks, in the same amounts, and covering the same parties which Tenant is required to obtain and maintain pursuant to this Lease, (iii) shall, prior to entering the Premises, deliver to Landlord a certificate of such liability insurance, and (iv) agrees that any sub-sublease by such subtenant and any assignment of such subtenant's interest in its sublease shall be considered to be a sublease by Tenant, for the purposes of this Section 4.2.1 and shall be subject and subordinate to all of the provisions of this Section 4.2.1. Further, and notwithstanding the foregoing, the provisions hereof shall not constitute a recognition of the assignment or the assignee thereunder or the sublease or the subtenant thereunder, as the case may be, and at Landlord's option, upon the termination of the Lease, the assignment or sublease shall be terminated. As additional rent, Tenant shall reimburse Landlord promptly for reasonable out of pocket legal and other expenses incurred by Landlord in connection with any request for consent to assignment or subletting.

4.2.2 Overloading and Nuisance. Not to injure, overload, deface or otherwise harm the Premises or the Property; not to commit any nuisance; not to permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; and not to make any use of the Premises or Property which is improper, offensive or contrary to any law or ordinance or which will invalidate any of the Landlord's insurance.

4.2.3 Alterations, Additions or Improvements.

(a) Except as expressly provided in this Lease with respect to the Tenant Improvements, Tenant covenants and agrees not to make alterations, additions or improvements to the Premises or Property, except in accordance with plans and specifications therefor first approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed. However, Landlord's determination of matters relating to aesthetic issues relating to alterations, additions or improvements which are visible outside the Premises shall be in Landlord's sole discretion and, except as provided in this Lease, in no event shall Tenant be entitled to construct any additional buildings or structures on the Premises. Without limiting such standard, Landlord shall not be deemed unreasonable:

(i) for withholding approval of any alterations, additions or improvements which (A) in Landlord's opinion might affect any structural or exterior element of the Building, (B) might adversely affect any base building mechanical system, or (B) involve or affect the exterior design, size, height or other exterior dimensions of the Building.

(ii) for making its approval conditional on Tenant's agreement to restore the Premises to its condition prior to such alteration, addition, or improvement at the expiration or earlier termination of the Term.

(b) Landlord's review and approval of any such plans and specifications shall not be deemed an agreement by Landlord that such plans, specifications and work conform with applicable Legal Requirements and requirements of insurers of the Building (herein called "Insurance Requirements") nor deemed a waiver of Tenant's obligations under this Lease with respect to applicable Legal Requirements and Insurance Requirements nor impose any liability or obligation upon Landlord with respect to the completeness, design sufficiency or compliance of such plans, specifications and work with applicable Legal Requirements and Insurance Requirements. Within 30 days after receipt of an invoice from Landlord, Tenant shall pay to Landlord, as a fee for Landlord's review of any plans or work, as Additional Rent, an amount equal to the third party expenses (not to exceed \$2,000.00 in any one instance) incurred by Landlord to review Tenant's plans and Tenant's work ("Landlord's Review Fee").

(c) Tenant covenants and agrees that any alterations, additions, improvements or installations made by it to or upon the Premises shall be done in a good and workmanlike manner and in compliance with all applicable Legal Requirements and Insurance Requirements now or hereafter in force, that materials of first and otherwise good quality shall be employed therein, that the structure of the Building shall not be endangered or impaired thereby and that the Premises shall not be diminished in value thereby.

(d) Tenant shall procure all necessary Governmental Approvals before making any repairs, alterations, other improvements or installations. Tenant agrees to save harmless and indemnify Landlord from any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work whether the same be performed prior to or during the Term of this Lease. At Landlord's election, Tenant shall cause its contractor to maintain a payment and performance bond in such amount and with such companies as Landlord shall reasonably approve. In addition, Tenant shall cause each contractor to carry workmen's compensation insurance in statutory amounts covering the employees of all contractors and subcontractors, and commercial general liability insurance or comprehensive general liability insurance with a broad form comprehensive liability endorsement with such limits as Landlord may require reasonably from time to time during the Term of this Lease, but in no event less than the minimum amount of commercial general liability insurance or comprehensive general liability insurance Tenant is required to maintain as set forth in Section 3.2.2 (all such insurance to be written in companies approved reasonably by Landlord and insuring Landlord as additional insured) and to deliver to Landlord certificates of all such insurance.

(e) Notwithstanding any provision of this Lease to the contrary, to the extent applicable, as determined by Landlord, Tenant shall comply with all laws and regulations applicable to work on public buildings, including, without limitation, all Legal Requirements governing public bidding of construction contracts and prevailing wage, and Tenant hereby indemnifies and hold Landlord harmless for any costs, fines, penalties or expenses, including reasonable attorneys' fees and legal costs, arising from a violation or alleged violation by Tenant of such laws.

(f) Tenant covenants and agrees to pay promptly when due the entire cost of any work done on the Premises or Property by Tenant, its agents, employees or contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or Property and immediately to discharge any such liens which may so attach.

(g) All work, construction, repairs, alterations, other improvements or installations made to or upon the Premises shall become part of the Premises and shall become the property of Landlord and remain upon and be surrendered with the Premises as a part thereof upon the expiration or earlier termination of the Term, except as follows:

(i) At the expiration or earlier termination of the Term, unless otherwise agreed in writing by Landlord, Tenant shall remove any alterations, additions and improvements made with Landlord's consent during the Term for which such removal was made a condition of such consent. Upon such removal Tenant shall restore the Premises to their condition prior to such alterations, additions and improvements and repair any damage occasioned by such removal and restoration.

(ii) If Tenant shall make any alterations, additions or improvements to the Premises for which Landlord's approval is required hereunder without obtaining such approval, then at Landlord's request at any time during the Term, and at any event at the expiration or earlier termination of the Term, Tenant shall remove such alterations,

additions and improvements and restore the Premises to their condition prior to same and repair any damage occasioned by such removal and restoration.

ARTICLE V

Landlord's Covenants

5.1 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any easements, restrictions, reservations or encumbrances of record as of the date of this Lease.

5.2 Condition of Premises. Landlord makes no express or implied warranty that the Premises are suitable for the Permitted Use or for any purpose whatsoever. Tenant represents that Tenant has inspected the Premises and is thoroughly acquainted with their condition and shall lease the Premises "as is" and the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time possession was taken by Tenant.

5.3 Landlord's Maintenance Obligation. Landlord shall be responsible for maintaining the structure of Barnes Wharf, except (a) to the extent it is damaged by casualty, flood or other event outside of Landlord's control in which event Section 6.1 shall apply, or (b) it is damaged by Tenant's construction of the Tenant Improvements or any other acts or omissions of Tenant, or anyone acting on behalf of Tenant, during the term of this Lease, in which event any necessary repair shall be Tenant's obligation, at Tenant's sole cost and expense.

Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any purposes in this Lease authorized, or for repairing the Premises or any portion of the Building however the necessity may occur. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, including, without limitation, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees, or because of war or other emergency, restrictions contained in applicable municipal law, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees or any person claiming by, through or under Tenant, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to stop any service or utility system serving the Premises, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise

reasonable diligence to limit the duration of such stoppage. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage.

ARTICLE VI

Casualty or Taking

6.1 Termination. Should a substantial portion of the Premises or any improvements thereon be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this lease by written notice to the other party within forty-five (45) days of said fire, casualty or taking.

6.2 Restoration. If Landlord or Tenant does not exercise said election to terminate the Lease, Landlord shall (or shall authorize Tenant, subject to the provisions of this Lease governing alterations, to) return the Premises to substantially the same condition existing immediately prior to such casualty or taking (or in the case of a taking, as nearly as practicable to such condition), to the extent permitted by the net proceeds of insurance recovered or damages awarded for such taking, destruction or damage and subject to zoning and building laws or ordinances then in existence. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of the same, including without limitation, fees and expenses for legal and appraisal services.

6.3 Flood Damage. Notwithstanding the provisions of Section 6.1, Tenant acknowledges and agrees that pursuant to Section 3.2.2(a) Tenant has assumed all risk of flood damage to the extent not covered by Landlord's umbrella property insurance, and Tenant shall have no right to terminate this Lease based on damage or destruction caused by flood conditions. Upon the occurrence of any flood damage Tenant shall have sixty (60) days to either (a) repair the damaged condition, or commence repair and diligently pursue to completion, or (b) deliver to Landlord a written description of the flood damage, an estimate for repair or restoration of the Premises provided by a licensed insurance appraiser or contractor, Tenant's source of funds to complete such repair or restoration, and the schedule for doing so, which schedule shall not exceed one hundred eighty days.

6.4 Award. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant as long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request.

ARTICLE VII

Defaults

7.1 Events of Default.

(a) This Lease and the Term of this Lease are subject to the limitation that Tenant shall be in default if, at any time during the Term, any one or more of the following events shall occur and not be cured prior to the expiration of the grace period, if any, herein provided (herein called an “Event of Default”), as follows:

(i) Tenant shall default in the performance of any of its obligations to pay the Cash Rent or Additional Rent hereunder and Tenant shall fail to cure such default within thirty (30) days after written notice from Landlord of such default, provided, however, that if during the immediately preceding twelve (12) month period Landlord has already given Tenant a written notice of Tenant’s failure to pay an installment of Rent, no notice shall be required for such failure to become an Event of Default; or

(ii) Tenant shall fail to perform or observe any other requirement, term, covenant or condition of this Lease (not otherwise referred to in this Section 7.1) and such failure shall continue for thirty (30) days after written notice from Landlord to Tenant specifying such failure, or if said failure shall reasonably require longer than thirty (30) days to cure, if Tenant shall fail to commence to cure said failure within thirty (30) days after notice and/or fail to continuously prosecute the curing of the same to completion with due diligence, or

(iii) Tenant becomes insolvent or fails to pay its debts as they fall due, or

(iv) If an assignment is made by Tenant for the benefit of creditors, or

(v) The leasehold estate under this Lease or any substantial part of the property of Tenant is taken on execution, or by other process of law, or is attached or subjected to any other involuntary encumbrance, or

(vi) A receiver, trustee, custodian, guardian, liquidator or similar agent is appointed with respect to Tenant, or if any such person, secured party or other creditor takes possession of the Premises or of any substantial part of the property of Tenant, and if such appointment or taking of possession is not terminated within 60 days after it first occurs, or

(vii) If a petition is filed by or with the consent of Tenant under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, or

(viii) If a petition is filed against Tenant under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, and such petition is not dismissed within 60 days thereafter, or

(ix) If Tenant dissolves or is dissolved or liquidates or adopts any plan or commences any proceeding, the result of which is intended to include dissolution or liquidation, or

(x) Tenant abandons or vacates the Premises, or fails to operate the Premises for its Permitted Use during Tenant's operating season; or

(xi) Tenant, or any contractor of Tenant's fails to maintain insurance required to be maintained under this Lease; or

(xii) Tenant fails to deliver an estoppel certificate within the period set forth in Section 4.1.12, or

(xiii) Tenant shall attempt to assign its interest in this Lease or sublet the Premises in violation of the requirements of Section 4.2.1.

(b) Upon the happening of any one or more of the aforementioned Events of Default, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any breach of covenant, immediately or at any time thereafter and without demand or notice and in accordance with due process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, may sell such effects at public auction and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

(c) Notwithstanding the forgoing, while the failure of the Tenant to meet fundraising targets in Section 2.2 shall trigger the Alternative Term, in no event shall such failure be deemed to be an Event of Default.

7.2 Remedies. In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for breach of any obligation of Tenant, and Tenant is, at such time required by the Terms of this Lease to make payments of Base Rent on a monthly, annual, or like, basis, Tenant covenants to pay forthwith to Landlord upon Landlord's request, as liquidated damages and in lieu of such other damages set forth herein from and after the date of such request, the excess of the total rent reserved for the residue of the Term had the Lease not been terminated over the rental value of the Premises for said residue of the Term had the Lease not been terminated. In calculating the rent reserved there shall be included, in addition to the Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue but excluding the value of the Tenant Improvements. Tenant further covenants as an additional and cumulative obligation after any such termination to pay punctually to Landlord all the sums and perform all the obligations

which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited with any amount paid to Landlord as compensation in this Section 7.2 allocable to the corresponding portion of the Term and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may, but shall not be obligated to, (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same, (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and (iii) keep the Premises vacant unless and until Landlord is able to rent the Premises to a Tenant which is at least as desirable and financially responsible as Tenant is on the date of this Lease, on terms not less favorable to Landlord than those of this Lease. No action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 7.2, Landlord may by notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 7.1 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Base Rent accrued in the 12 months ended next prior to such termination plus the amount of rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 7.2 up to the time of payment of such liquidated damages.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings under any federal or state law relating to bankruptcy or insolvency or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

7.3 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

7.4 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, cure, at any time, following 10 days' prior notice to Tenant, except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord as Additional Rent on demand, together

with interest thereon at "prime rate" as announced to be in effect from time to time, as published as the average rate in The Wall Street Journal from the date of payment by Landlord to the date of payment by Tenant.

7.5 Effect of Waivers of Default. Any consent or permission by Landlord or Tenant to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord or Tenant of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except to the specific instance, operate to permit similar acts or omission.

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord, or by Tenant, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

7.6 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Base Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed a waiver, an agreement or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

ARTICLE VIII

Wharf Improvements; Tenant Improvements; Plan Approval; Permitting

8.1 Wharf Improvements. Landlord's obligations with respect to the proposed Tenant Improvements shall be limited to the Wharf Improvements if, when and to the extent that Landlord obtains the Wharf Improvement Approvals. Tenant acknowledges that Landlord has no legal authority to undertake the Wharf Improvements without receipt of all Wharf Improvement Approvals, including a full appropriation of the funds for the Wharf Improvements by Hingham Town Meeting or identification of other sources of funds for such purpose. The Hingham Board of Selectmen shall use reasonable efforts, during the Phase One Term, to obtain the Wharf Improvement Approvals, which efforts shall only require the Board of Selectmen to (a) submit a warrant article for Town Meeting consideration, provide documentation and information in support of such warrant article, and advocate for the necessary appropriation or source of funds for the engineering plans and construction costs for the Wharf Improvements and (b) if appropriation or other funding is available, apply and advocate for any governmental approvals required for the Wharf Improvements. In no event shall Landlord's inability to obtain the Wharf

Improvement Approvals by the expiration of the Phase One Term be a default by Landlord of its obligations under this Lease. If Landlord obtains the Wharf Improvement Approvals, Landlord shall use reasonable efforts to complete the Wharf Improvements during the Phase Two Term in accordance with the provisions of Section 2.2.2 to the extent of funds available to complete the same.

8.2 Tenant Improvements. The proposed Tenant Improvements are comprised of the following: (a) the Boathouse Facility; (b) the Dock and Float Improvements (described as Phase IA in the RFP Response); (c) the Boathouse Enhancements (described as the Phase II improvements in the RFP Response).

Governmental Approvals of the Dock and Float Improvements may be applied for by Tenant upon prior written notice to Landlord subject to Tenant's receipt of all Governmental Approvals; provided, that, Landlord's consent to Tenant's application for Governmental Approvals for the Dock and Float Improvements shall not be represented as, nor deemed to be, Landlord's approval of the proposed Dock and Float Improvements in any application or presentation to any permitting authority. Tenant's obligations under this Lease shall not be contingent upon Tenant's ability or inability to obtain the necessary Governmental Approvals for the Dock and Float Improvements or any portion thereof. The Boathouse Enhancements shall be dependent on the conditions at and near the Property following the completion of future improvements, if any, at the Summer Street rotary, and any proposed Boathouse Enhancements shall be subject to Landlord's approval, in its sole discretion, and subject to the same review and approval rights reserved by the Landlord with respect to the Boathouse Facility and other alterations to the Premises.

8.3 Representatives. Tenant designates its Executive Director as the representative of Tenant having authority to approve the Construction Documents, request or approve any change order, give and receive all notices, consents, approvals and directions regarding the Tenant Improvements, and to otherwise act for and bind Tenant in all matters relating to the Tenant Improvements. Landlord designates the Town Administrator (or his/her designee) as the representative of Landlord ("Landlord's Representative").

8.4 Conceptual Plans. Tenant will engage (a) a licensed professional civil engineer to develop and design a "Conceptual Site Plan" for the Boathouse Facility, which shall include the location of the Building and the layout of the Exclusive Appurtenant Areas and parking areas as well as any improvements to other Common Areas required for the safe use of the Premises and (b) a licensed professional architect to design the "Conceptual Plans and Specifications" for the Building, which shall include elevations, proposed floor plans, and exterior materials and finishes. Tenant shall deliver the Conceptual Plans to Landlord no later one (1) year after the Effective Date of this Lease. Landlord will approve or disapprove (specifically describing any reasons for disapproval) the Conceptual Plans in writing within sixty days after receipt. If Landlord disapproves the Conceptual Plans in any respect, Tenant shall deliver revised Conceptual Plans to Landlord for approval (or disapproval) within sixty days on the same basis as set forth above. In no event shall Landlord's review and approval of the Conceptual Plans be a determination of compliance with zoning, including sufficiency of parking, the state building code, or any other federal, state or local building or land use laws or regulations, nor shall Landlord be responsible or liable therefor.

Without limiting any of Landlord's review and approval rights set forth herein, the Conceptual Plans and Specifications for the Building shall, at a minimum, include Public Access Restroom(s), a Team Room, and secure lockers or other secure storage areas for the HHS Teams during practices and competitions. In addition, upon approval of the Conceptual Plans, Landlord may designate other aspects of the approved plans which may not be modified without Landlord's prior consent.

8.5 Permitting Period. Tenant shall have the period set forth in Section 2.2.2, during the Phase Two Term, to obtain Governmental Approvals for the Boathouse Facility. After receipt of approval of the Conceptual Plans and on or before the commencement of the Phase Two Term, Tenant shall promptly commence efforts to apply for any and all Governmental Approvals and shall diligently pursue such Governmental Approvals. Landlord shall execute or consent to such applications as may be necessary for or required by the owner of the Premises, to the extent consistent with the approved Conceptual Plans and the terms of this Lease. Landlord will cooperate, at no cost to Landlord, with Tenant in obtaining the Governmental Approvals. Tenant shall provide Landlord with full copies of all applications and submission materials simultaneously with submission of the same to the permit granting authority. Tenant shall deliver copies of Governmental Approvals to Landlord upon receipt by Tenant. Any material changes to the Conceptual Plans necessitated by the permitting process shall be subject to the criteria for plan changes set forth in Section 8.6 below. Tenant shall not propose or agree to any plan changes or conditions to the Governmental Approvals which interfere with public access to the Common Areas as contemplated by this Lease.

If, despite diligently pursuing such Governmental Approvals, Tenant has not obtained the Governmental Approvals by the end of the Phase Two Term, the provisions of Section 2.2.2 shall apply or Tenant, by written notice to Landlord, may elect to terminate this Lease in which in event neither Landlord or Tenant will any further rights, duties or obligations under this Lease, except as expressly set forth herein. Tenant may also terminate this Lease at any time during the Permitting Period if Tenant determines that it will not be able to obtain the Governmental Approvals.

8.6 Modifications to Approved Conceptual Plans. If, during the Permitting Period, Tenant proposes changes to the Conceptual Plans, or if changes to the Conceptual Plans are requested by permitting authorities, all modified plans shall be submitted to Landlord and such changes shall be specifically called out on the plans or in writing for Landlord's review. If Landlord (or Landlord's Representative), in its reasonable judgment, deems the changes to be material alterations of the approved Conceptual Plans, Landlord may require Tenant to delay submission of the revised plans to the permitting authority, or continue permitting hearings, until such changes are reviewed by Landlord, and, if the changes are, in Landlord's reasonable discretion, materially inconsistent with the requirements of this Lease, Landlord may withdraw its consent to the permit applications.

ARTICLE IX

Construction

9.1 Cost of Improvements. Upon completion of construction of the Boathouse Facility, Tenant shall provide detailed copies of all Tenant's costs and all in kind contributions to Landlord which costs shall be certified as true and accurate by Tenant, evidencing the Cost of Improvements and compliance with the Minimum Tenant Contribution. Tenant shall provide such supplemental information required by Landlord to substantiate such costs and contributions. Except for a reduction in the Minimum Tenant Contribution expressly approved by Landlord, failure of Tenant to meet the Minimum Tenant Contribution shall be a monetary default under this Lease comparable with failure to pay Base Rent or Additional Rent hereunder.

9.2 Compliance with State Law. To the extent required by Massachusetts law, Tenant shall be required to comply all laws and regulations applicable to public construction projects, including, without limitation, competitive bidding of construction contracts and prevailing wage laws, and all bidding shall be coordinated through and approved by Landlord's Representative or his designee ("Construction Bids"). Tenant shall not enter into any design or construction contracts prior to approval of the Construction Documents as set forth in Section 9.3.

9.3 Approval of Construction Documents. Upon receipt of the Governmental Approvals for the Boathouse Facility, and as required during the Phase Three Term as set forth in Section 2.2.3, Tenant shall submit to the Landlord's Representative, draft plans, specifications and bidding documents for the Boathouse Facility ("Construction Documents"). All Construction Documents must be in conformance with applicable Legal Requirements and consistent with the approved Conceptual Plans and the Governmental Approvals. Landlord's review of the Construction Documents may be subject to Landlord's Review Fee. Tenant hereby acknowledges and agrees that Landlord's review and approval of the Construction Documents shall be for consistency with the requirements of this Lease only and shall not be a certification that any or all of the Construction Documents comply with applicable Legal Requirements. Tenant shall be solely responsible for compliance with all Legal Requirements and solely liable for any failure to comply. After approval of the final Construction Documents by Landlord, Tenant shall have the right to make change orders costing less than \$50,000 in any instance or \$150,000 in the aggregate without Landlord's approval ("Permitted Changes"), provided that Landlord is notified of such change orders in writing in advance and such changes are consistent with the approved Conceptual Plans.

9.4 Commencement of Construction. Tenant shall be responsible for completion of the Boathouse Facility during the Construction Phase Term as set forth in Section 2.2.4 ("Completion Date"). If a Force Majeure Event occurs that prevents Tenant (using reasonable and diligent efforts) from substantially completing construction and obtaining a final certificate of occupancy, the Completion Date shall be extended by the length of delay caused by said Force Majeure Event; however, during such extension period, Tenant shall diligently pursue all efforts within Tenant's reasonable control (and not impaired or precluded by a Force Majeure Event) to complete construction and obtain a certificate of occupancy.

9.5 Coordination of Landlord and Tenant. During construction, Tenant's Representative shall provide Landlord's Representative with monthly updates on the status of construction of any Tenant Improvements, unless otherwise requested by Landlord's Representative. Landlord's Representative shall have the right to enter on the Premises at any time to review the status of the construction and compliance with this Lease.

9.6 Insurance. The insurance requirements and the waiver requirements of this Lease shall apply during the construction of any Tenant Improvements, and Tenant shall provide evidence of appropriate insurance coverage (including, "builder's all-risk" insurance) prior to beginning any of Tenant Improvements. Tenant shall also provide Landlord with evidence of insurance covering both Tenant and Tenant's contractor against damage to their personal property, as well as against third-party liability and worker's compensation claims arising out of all construction and associated activities. All policies of insurance shall be subject to Landlord's prior approval and shall be endorsed showing Landlord and as additional named insureds and such approval shall not be unreasonably withheld.

9.7 Performance Bond. Prior to commencement of the Boathouse Facility, Tenant shall provide a performance bond issued by a company authorized to do business in Massachusetts and satisfactory to Landlord in the amount of one hundred percent (100%) of the estimated Cost of Improvements, including a reasonable contingency.

9.8 Completion Requirements. Tenant shall construct all Tenant Improvements in a good, careful, proper, and workmanlike manner in accordance with the Construction Documents, subject to changes as provided under Section 9.3, and with all Legal Requirements. Tenant shall obtain and deliver to both Landlord a copy of each temporary certificate of occupancy and of the final certificate of occupancy before such the resulting improvements shall be occupied or operated by Tenant, except that if a temporary certificate of occupancy shall be issued, Tenant may occupy such improvements under the provisions of such certificate.

9.9 As-Built Plans. Upon completion of the construction of the Boathouse Facility, Tenant shall deliver a complete set of "as-built" plans in paper and CAD form to Landlord.

9.10 Warranties. Tenant agrees to obtain from the general contractor performing the Tenant's Work and from the applicable subcontractor performing portions thereof, construction warranties running to the benefit of Landlord for no less than one year that such work is free of material defects in workmanship and materials and conforms in all material respects to the Plans and Specifications, as the case may be, including a warranty for no less than ten (10) years on any roof work for the Building.

9.11 Liens and Claims. Tenant will keep the Property free from any mechanics', materialmen's, or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will upon request record and post notices of non-responsibility or such similar protective notices as Landlord may reasonably request. If any such liens are filed and Tenant, within 15 days after such filing, does not release the same of record or provide Landlord with a bond or other surety satisfactory to Landlord protecting Landlord and the Property against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant

and without releasing Tenant from any obligation under the Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs). Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Property from and against any claims in any manner relating to or arising out of the Tenant Improvements, any of the work or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

ARTICLE X

Miscellaneous Provisions

10.1 Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and shall be deemed duly served if (i) by hand with receipt of delivery; (ii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) sent by reputable overnight courier which provides evidence of delivery, addressed, if to Tenant, at the Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, at the Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Notices from counsel of either party shall be deemed notice from such party.

10.2 Force Majeure. Except with respect to the payment of Base Rent and Additional Rent by Tenant, in any case where either party hereto is required to do any act, delays caused by or resulting from acts of God, war or civil commotion shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", and such time shall be deemed to be extended by the period of such delay.

10.3 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

10.4 Bind and Inure; Limitation on Landlord's Liability. Except as herein provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors and assigns and shall inure to the benefit of Tenant and its legal representatives, successors and assigns, and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its legal representatives, successors and assigns and shall inure to the benefit of Landlord and its heirs, legal representatives, successors and assigns.

No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. Tenant acknowledges that this Lease is executed on behalf of the Town by a member or members of the Board of Selectmen, each acting in his/her capacity as a Board member, and not individually, and that the Tenant and each person dealing with the Town, or claiming any rights or interests herein or hereunder, agree that no officer, employee or agent of the Town shall have any personal liability hereunder or otherwise.

10.5 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations or shall fail to commence and diligently pursue to perform such obligation and such failure shall continue for a period of thirty (30) days following receipt of notice from Tenant or such additional time as is reasonably required to correct any such default after notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default. Landlord shall not be liable in any event for incidental or consequential damages to Tenant by reason of any default by Landlord hereunder, whether or not Landlord is notified that such damages may occur. Tenant shall have no right to terminate this Lease for any default by Landlord hereunder and no right, for any such default, to offset or counterclaim against any rent due hereunder. Without limiting the foregoing, Tenant acknowledges that the actions or decisions of any Town of Hingham official, board or committee, including, without limitation, building and health officials and permit granting authorities, acting in his, her or its official capacity with respect to the Property, including the Tenant Improvements, are independent of the Board of Selectmen, acting in its capacity as Landlord under this Lease, and the inability or failure of Tenant to obtain any regulatory, construction, or operating permits or licenses necessary or desired in connection with this Lease shall not be deemed a default by Landlord under this Lease.

10.6 Partial Invalidity. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (including the remainder of such provisions) and the applications thereof to the persons or circumstances shall not be affected thereby.

10.7 Entire Agreement; Termination of Prior Lease. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Without limiting the foregoing, Landlord and Tenant hereby agree that as of the Effective Date of this Lease, that certain Lease, dated August 8, 2006, between Landlord and Tenant, as amended, shall terminate.

10.8 Brokerage. Tenant warrants and represents to Landlord and Landlord warrants and represents to Tenant that each has had no dealings with any broker or agent in connection with this Lease, and each covenants to defend with counsel approved by the other, hold harmless and indemnify such other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to the indemnifying party's dealings in connection with the Premises, this Lease or the negotiation thereof.

10.9 Notice of Lease. Tenant agrees that it will not record this Lease. Upon Tenant's or Landlord's request, both parties shall execute and deliver an instrument in form appropriate for recording as permitted by applicable statute as a notice of this Lease. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging that fact and the effective date of termination of this Lease.

10.10 No Representations by Landlord. Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Premises or the building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth.

10.11 "Landlord" and "Tenant". Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant the obligations imposed by this Lease upon Tenant shall be joint and several.

10.12 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant shall be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy delivered.

10.13 Independent Covenants. Landlord and Tenant specifically agree that the obligations of Tenant hereunder, including, without limitation, the obligation to pay Rent, and the obligations of the Landlord, are independent and not mutually dependent covenants and that failure of Landlord to perform any obligation hereunder shall not justify or empower Tenant to withhold payment of Rent, perform any obligation of Landlord hereunder and/or offset the cost of the same against Rent, or terminate this Lease, except as expressly provided hereunder.

[SIGNATURES ON FOLLOWING PAGE]

Executed as a sealed instrument this ____ day of _____, _____.

Tenant:

HINGHAM MARITIME CENTER, INC., a Massachusetts
not-for-profit corporation

By: _____

Name:

Title: President/Vice-President

By: _____

Name:

Title: Treasurer/Assistant Treasurer

Landlord:

TOWN OF HINGHAM, acting through its Board of
Selectmen at a duly noticed hearing on December ____, 2016

Paul J. Gannon

Mary Power



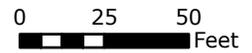
USGS, MassGIS



Exhibit A
Hingham Maritime Center
at Barnes Wharf
Hingham, Massachusetts

 Lease Areas*

*All measurements are approximate.



SCHEDULE 2.2

TERM CHART

PHASE	LENGTH OF TERM	TENTATIVE DATES	OBLIGATIONS	NOTES
Phase One Term	2 years, with up to 2 one (1) year extensions possible	Commences 1/1/2017; ends 12/31/2018 (unless extended up to 12/31/2020)	<p>(a) Landlord and Tenant shall work cooperatively to obtain Sewer Approvals; and</p> <p>(b) Landlord shall use good faith efforts to obtain the Wharf Improvement Approvals; and</p> <p>(c) Tenant shall use good faith efforts to raise through cash or bona fide commitments at least 50% of the Project Funds (“Phase One Funds”), and provide to Landlord evidence.</p>	This schedule gives the Town until end of FY2019 to get any necessary sewer and wharf approvals from TM; and until end of calendar year 2019 to get legislative approval for sewer. If Town is denied either approval and/or Tenant cannot raise funds, Alternative Term is triggered.
Phase Two Term	1 year, with 1 year extension possible	1/1/2019 – 12/31/2019 (up to 12/31/2022*)	<p>(a) Landlord shall use good faith efforts to undertake and complete the Wharf Improvements; and</p> <p>(b) Tenant shall use good faith effort to obtain the Governmental Approvals required for the Boathouse Facility; and</p> <p>(c) Tenant shall use good faith efforts to raise through cash or bona fide commitments at least 75% of the Project Funds (“Phase Two Funds”), and provide to Landlord evidence.</p>	Once the Town identifies the funds for the wharf work, this schedule gives the Town approximately 1 - 1.5 years (July 2019-Dec 2020) to complete the work (with possible 1 yr. extension). Tenant will have 1-2 years, depending on how permitting goes to get all permits and raise next round of funds. If the Tenant doesn't meet these deadlines, the Alternative Term may be triggered.
Phase Three Term	6 months, with one 3 month extension possible	1/1/2020-6/30/2020 (up to 9/30/2023*)	<p>(a) Tenant shall have completed the Construction Plans; and</p> <p>(b) Landlord and Tenant shall cooperate to obtain bona fide Construction Bids for construction of the Boathouse Facility; and</p> <p>(c) Tenant shall use good faith efforts to raise at least 100% of the Project Funds, and provide evidence of</p>	At this point, 3.5-7 years in, Tenant has to have construction drawings, gone out to bid and raised all necessary funds to build the building. If Tenant cannot meet these obligations, the Alternative Term may be triggered.

* This date is outside date if all extensions from prior and current terms are used.

PHASE	LENGTH OF TERM	TENTATIVE DATES	OBLIGATIONS	NOTES
Construction Phase Term	1 year, with one 6 month extension possible; or earlier receipt of final C/O	7/1/2020-6/30/2021 (up to 3/31/2025*)	immediately available funds to meet the full cost of construction Tenant must complete construction of the building and get a final C/O.	If delay is not in Tenant's control completion may be extended. If within Tenant's control, Alternative Term may be triggered and Town may also exercise other rights (such as drawing on completion bond to finish building).
<i>Total of years allowed for building completion:</i>	<i>4.5 years (up to 8 years, 3 months if all extensions exercised)</i>	---	---	If Tenant completes obligations early, it may proceed to next obligations except that it may not proceed with construction unless/until sewer approvals are in hand and wharf improvements complete.
Once building is complete	Remainder of Term kicks in, but not longer than 12/31/2047	Outside Expiration Date is 12/31/2047	---	---
Alternative Term	First Alternative Term expires on 12/31 of year it commences but is extended to expire on 12/31 of the following year if less than 6 months. Subsequent Alternative Terms shall be 12 months (1/1 – 12/31),	Once Lease is operating with the Alternative Term, either party may terminate Lease upon notice by June 30 th of each year, otherwise Term automatically extends.	Prior to end of first Alternative Term, Tenant may request chance to fulfill missed obligations and reinstate full 30 year Term.	

* This date is outside date if all extensions from prior and current terms are used.

Amortization Schedule

Principal: \$3,500,000.00				
Interest Rate: 3.50%				
Payment Interval: Monthly				
# of Payments: 360				
Payment: \$15,716.56				
Schedule of Payments				
Please allow for slight rounding differences.				
Pmt #	Payment	Principal	Interest	Balance
1	15,716.56	5,508.23	10,208.33	3,494,491.77
2	15,716.56	5,524.29	10,192.27	3,488,967.48
3	15,716.56	5,540.40	10,176.16	3,483,427.08
4	15,716.56	5,556.56	10,160.00	3,477,870.52
5	15,716.56	5,572.77	10,143.79	3,472,297.75
6	15,716.56	5,589.02	10,127.54	3,466,708.73
7	15,716.56	5,605.33	10,111.23	3,461,103.40
8	15,716.56	5,621.68	10,094.88	3,455,481.72
9	15,716.56	5,638.07	10,078.49	3,449,843.65
10	15,716.56	5,654.52	10,062.04	3,444,189.13
11	15,716.56	5,671.01	10,045.55	3,438,518.12
12	15,716.56	5,687.55	10,029.01	3,432,830.57
Year 1		67,169.43	121,429.29	
13	15,716.56	5,704.14	10,012.42	3,427,126.43
14	15,716.56	5,720.77	9,995.79	3,421,405.66
15	15,716.56	5,737.46	9,979.10	3,415,668.20
16	15,716.56	5,754.19	9,962.37	3,409,914.01
17	15,716.56	5,770.98	9,945.58	3,404,143.03
18	15,716.56	5,787.81	9,928.75	3,398,355.22
19	15,716.56	5,804.69	9,911.87	3,392,550.53
20	15,716.56	5,821.62	9,894.94	3,386,728.91
21	15,716.56	5,838.60	9,877.96	3,380,890.31
22	15,716.56	5,855.63	9,860.93	3,375,034.68
23	15,716.56	5,872.71	9,843.85	3,369,161.97
24	15,716.56	5,889.84	9,826.72	3,363,272.13
Year 2		69,558.44	119,040.28	
25	15,716.56	5,907.02	9,809.54	3,357,365.11
26	15,716.56	5,924.25	9,792.31	3,351,440.86
27	15,716.56	5,941.52	9,775.04	3,345,499.34
28	15,716.56	5,958.85	9,757.71	3,339,540.49
29	15,716.56	5,976.23	9,740.33	3,333,564.26
30	15,716.56	5,993.66	9,722.90	3,327,570.60
31	15,716.56	6,011.15	9,705.41	3,321,559.45
32	15,716.56	6,028.68	9,687.88	3,315,530.77
33	15,716.56	6,046.26	9,670.30	3,309,484.51
34	15,716.56	6,063.90	9,652.66	3,303,420.61

Amortization Schedule

35	15,716.56	6,081.58	9,634.98	3,297,339.03
36	15,716.56	6,099.32	9,617.24	3,291,239.71
Year 3		72,032.42	116,566.30	
37	15,716.56	6,117.11	9,599.45	3,285,122.60
38	15,716.56	6,134.95	9,581.61	3,278,987.65
39	15,716.56	6,152.85	9,563.71	3,272,834.80
40	15,716.56	6,170.79	9,545.77	3,266,664.01
41	15,716.56	6,188.79	9,527.77	3,260,475.22
42	15,716.56	6,206.84	9,509.72	3,254,268.38
43	15,716.56	6,224.94	9,491.62	3,248,043.44
44	15,716.56	6,243.10	9,473.46	3,241,800.34
45	15,716.56	6,261.31	9,455.25	3,235,539.03
46	15,716.56	6,279.57	9,436.99	3,229,259.46
47	15,716.56	6,297.89	9,418.67	3,222,961.57
48	15,716.56	6,316.26	9,400.30	3,216,645.31
Year 4		74,594.40	114,004.32	
49	15,716.56	6,334.68	9,381.88	3,210,310.63
50	15,716.56	6,353.15	9,363.41	3,203,957.48
51	15,716.56	6,371.68	9,344.88	3,197,585.80
52	15,716.56	6,390.27	9,326.29	3,191,195.53
53	15,716.56	6,408.91	9,307.65	3,184,786.62
54	15,716.56	6,427.60	9,288.96	3,178,359.02
55	15,716.56	6,446.35	9,270.21	3,171,912.67
56	15,716.56	6,465.15	9,251.41	3,165,447.52
57	15,716.56	6,484.00	9,232.56	3,158,963.52
58	15,716.56	6,502.92	9,213.64	3,152,460.60
59	15,716.56	6,521.88	9,194.68	3,145,938.72
60	15,716.56	6,540.91	9,175.65	3,139,397.81
Year 5		77,247.50	111,351.22	
61	15,716.56	6,559.98	9,156.58	3,132,837.83
62	15,716.56	6,579.12	9,137.44	3,126,258.71
63	15,716.56	6,598.31	9,118.25	3,119,660.40
64	15,716.56	6,617.55	9,099.01	3,113,042.85
65	15,716.56	6,636.85	9,079.71	3,106,406.00
66	15,716.56	6,656.21	9,060.35	3,099,749.79
67	15,716.56	6,675.62	9,040.94	3,093,074.17
68	15,716.56	6,695.09	9,021.47	3,086,379.08
69	15,716.56	6,714.62	9,001.94	3,079,664.46
70	15,716.56	6,734.21	8,982.35	3,072,930.25
71	15,716.56	6,753.85	8,962.71	3,066,176.40
72	15,716.56	6,773.55	8,943.01	3,059,402.85
Year 6		79,994.96	108,603.76	
73	15,716.56	6,793.30	8,923.26	3,052,609.55
74	15,716.56	6,813.12	8,903.44	3,045,796.43
75	15,716.56	6,832.99	8,883.57	3,038,963.44
76	15,716.56	6,852.92	8,863.64	3,032,110.52

Amortization Schedule

77	15,716.56	6,872.90	8,843.66	3,025,237.62
78	15,716.56	6,892.95	8,823.61	3,018,344.67
79	15,716.56	6,913.05	8,803.51	3,011,431.62
80	15,716.56	6,933.22	8,783.34	3,004,498.40
81	15,716.56	6,953.44	8,763.12	2,997,544.96
82	15,716.56	6,973.72	8,742.84	2,990,571.24
83	15,716.56	6,994.06	8,722.50	2,983,577.18
84	15,716.56	7,014.46	8,702.10	2,976,562.72
Year 7		82,840.13	105,758.59	
85	15,716.56	7,034.92	8,681.64	2,969,527.80
86	15,716.56	7,055.44	8,661.12	2,962,472.36
87	15,716.56	7,076.02	8,640.54	2,955,396.34
88	15,716.56	7,096.65	8,619.91	2,948,299.69
89	15,716.56	7,117.35	8,599.21	2,941,182.34
90	15,716.56	7,138.11	8,578.45	2,934,044.23
91	15,716.56	7,158.93	8,557.63	2,926,885.30
92	15,716.56	7,179.81	8,536.75	2,919,705.49
93	15,716.56	7,200.75	8,515.81	2,912,504.74
94	15,716.56	7,221.75	8,494.81	2,905,282.99
95	15,716.56	7,242.82	8,473.74	2,898,040.17
96	15,716.56	7,263.94	8,452.62	2,890,776.23
Year 8		85,786.49	102,812.23	
97	15,716.56	7,285.13	8,431.43	2,883,491.10
98	15,716.56	7,306.38	8,410.18	2,876,184.72
99	15,716.56	7,327.69	8,388.87	2,868,857.03
100	15,716.56	7,349.06	8,367.50	2,861,507.97
101	15,716.56	7,370.50	8,346.06	2,854,137.47
102	15,716.56	7,391.99	8,324.57	2,846,745.48
103	15,716.56	7,413.55	8,303.01	2,839,331.93
104	15,716.56	7,435.18	8,281.38	2,831,896.75
105	15,716.56	7,456.86	8,259.70	2,824,439.89
106	15,716.56	7,478.61	8,237.95	2,816,961.28
107	15,716.56	7,500.42	8,216.14	2,809,460.86
108	15,716.56	7,522.30	8,194.26	2,801,938.56
Year 9		88,837.67	99,761.05	
109	15,716.56	7,544.24	8,172.32	2,794,394.32
110	15,716.56	7,566.24	8,150.32	2,786,828.08
111	15,716.56	7,588.31	8,128.25	2,779,239.77
112	15,716.56	7,610.44	8,106.12	2,771,629.33
113	15,716.56	7,632.64	8,083.92	2,763,996.69
114	15,716.56	7,654.90	8,061.66	2,756,341.79
115	15,716.56	7,677.23	8,039.33	2,748,664.56
116	15,716.56	7,699.62	8,016.94	2,740,964.94
117	15,716.56	7,722.08	7,994.48	2,733,242.86
118	15,716.56	7,744.60	7,971.96	2,725,498.26
119	15,716.56	7,767.19	7,949.37	2,717,731.07

Amortization Schedule

	120	15,716.56	7,789.84	7,926.72	2,709,941.23
Year 10			91,997.33	96,601.39	
	121	15,716.56	7,812.56	7,904.00	2,702,128.67
	122	15,716.56	7,835.35	7,881.21	2,694,293.32
	123	15,716.56	7,858.20	7,858.36	2,686,435.12
	124	15,716.56	7,881.12	7,835.44	2,678,554.00
	125	15,716.56	7,904.11	7,812.45	2,670,649.89
	126	15,716.56	7,927.16	7,789.40	2,662,722.73
	127	15,716.56	7,950.29	7,766.27	2,654,772.44
	128	15,716.56	7,973.47	7,743.09	2,646,798.97
	129	15,716.56	7,996.73	7,719.83	2,638,802.24
	130	15,716.56	8,020.05	7,696.51	2,630,782.19
	131	15,716.56	8,043.45	7,673.11	2,622,738.74
	132	15,716.56	8,066.91	7,649.65	2,614,671.83
Year 11			95,269.40	93,329.32	
	133	15,716.56	8,090.43	7,626.13	2,606,581.40
	134	15,716.56	8,114.03	7,602.53	2,598,467.37
	135	15,716.56	8,137.70	7,578.86	2,590,329.67
	136	15,716.56	8,161.43	7,555.13	2,582,168.24
	137	15,716.56	8,185.24	7,531.32	2,573,983.00
	138	15,716.56	8,209.11	7,507.45	2,565,773.89
	139	15,716.56	8,233.05	7,483.51	2,557,540.84
	140	15,716.56	8,257.07	7,459.49	2,549,283.77
	141	15,716.56	8,281.15	7,435.41	2,541,002.62
	142	15,716.56	8,305.30	7,411.26	2,532,697.32
	143	15,716.56	8,329.53	7,387.03	2,524,367.79
	144	15,716.56	8,353.82	7,362.74	2,516,013.97
Year 12			98,657.86	89,940.86	
	145	15,716.56	8,378.19	7,338.37	2,507,635.78
	146	15,716.56	8,402.62	7,313.94	2,499,233.16
	147	15,716.56	8,427.13	7,289.43	2,490,806.03
	148	15,716.56	8,451.71	7,264.85	2,482,354.32
	149	15,716.56	8,476.36	7,240.20	2,473,877.96
	150	15,716.56	8,501.08	7,215.48	2,465,376.88
	151	15,716.56	8,525.88	7,190.68	2,456,851.00
	152	15,716.56	8,550.74	7,165.82	2,448,300.26
	153	15,716.56	8,575.68	7,140.88	2,439,724.58
	154	15,716.56	8,600.70	7,115.86	2,431,123.88
	155	15,716.56	8,625.78	7,090.78	2,422,498.10
	156	15,716.56	8,650.94	7,065.62	2,413,847.16
Year 13			102,166.81	86,431.91	
	157	15,716.56	8,676.17	7,040.39	2,405,170.99
	158	15,716.56	8,701.48	7,015.08	2,396,469.51
	159	15,716.56	8,726.86	6,989.70	2,387,742.65
	160	15,716.56	8,752.31	6,964.25	2,378,990.34
	161	15,716.56	8,777.84	6,938.72	2,370,212.50

Amortization Schedule

162	15,716.56	8,803.44	6,913.12	2,361,409.06
163	15,716.56	8,829.12	6,887.44	2,352,579.94
164	15,716.56	8,854.87	6,861.69	2,343,725.07
165	15,716.56	8,880.70	6,835.86	2,334,844.37
166	15,716.56	8,906.60	6,809.96	2,325,937.77
167	15,716.56	8,932.57	6,783.99	2,317,005.20
168	15,716.56	8,958.63	6,757.93	2,308,046.57
Year 14		105,800.59	82,798.13	
169	15,716.56	8,984.76	6,731.80	2,299,061.81
170	15,716.56	9,010.96	6,705.60	2,290,050.85
171	15,716.56	9,037.25	6,679.31	2,281,013.60
172	15,716.56	9,063.60	6,652.96	2,271,950.00
173	15,716.56	9,090.04	6,626.52	2,262,859.96
174	15,716.56	9,116.55	6,600.01	2,253,743.41
175	15,716.56	9,143.14	6,573.42	2,244,600.27
176	15,716.56	9,169.81	6,546.75	2,235,430.46
177	15,716.56	9,196.55	6,520.01	2,226,233.91
178	15,716.56	9,223.38	6,493.18	2,217,010.53
179	15,716.56	9,250.28	6,466.28	2,207,760.25
180	15,716.56	9,277.26	6,439.30	2,198,482.99
Year 15		109,563.58	79,035.14	
181	15,716.56	9,304.32	6,412.24	2,189,178.67
182	15,716.56	9,331.46	6,385.10	2,179,847.21
183	15,716.56	9,358.67	6,357.89	2,170,488.54
184	15,716.56	9,385.97	6,330.59	2,161,102.57
185	15,716.56	9,413.34	6,303.22	2,151,689.23
186	15,716.56	9,440.80	6,275.76	2,142,248.43
187	15,716.56	9,468.34	6,248.22	2,132,780.09
188	15,716.56	9,495.95	6,220.61	2,123,284.14
189	15,716.56	9,523.65	6,192.91	2,113,760.49
190	15,716.56	9,551.43	6,165.13	2,104,209.06
191	15,716.56	9,579.28	6,137.28	2,094,629.78
192	15,716.56	9,607.22	6,109.34	2,085,022.56
Year 16		113,460.43	75,138.29	
193	15,716.56	9,635.24	6,081.32	2,075,387.32
194	15,716.56	9,663.35	6,053.21	2,065,723.97
195	15,716.56	9,691.53	6,025.03	2,056,032.44
196	15,716.56	9,719.80	5,996.76	2,046,312.64
197	15,716.56	9,748.15	5,968.41	2,036,564.49
198	15,716.56	9,776.58	5,939.98	2,026,787.91
199	15,716.56	9,805.10	5,911.46	2,016,982.81
200	15,716.56	9,833.69	5,882.87	2,007,149.12
201	15,716.56	9,862.38	5,854.18	1,997,286.74
202	15,716.56	9,891.14	5,825.42	1,987,395.60
203	15,716.56	9,919.99	5,796.57	1,977,475.61
204	15,716.56	9,948.92	5,767.64	1,967,526.69

Amortization Schedule

Year 17		117,495.87	71,102.85	
205	15,716.56	9,977.94	5,738.62	1,957,548.75
206	15,716.56	10,007.04	5,709.52	1,947,541.71
207	15,716.56	10,036.23	5,680.33	1,937,505.48
208	15,716.56	10,065.50	5,651.06	1,927,439.98
209	15,716.56	10,094.86	5,621.70	1,917,345.12
210	15,716.56	10,124.30	5,592.26	1,907,220.82
211	15,716.56	10,153.83	5,562.73	1,897,066.99
212	15,716.56	10,183.45	5,533.11	1,886,883.54
213	15,716.56	10,213.15	5,503.41	1,876,670.39
214	15,716.56	10,242.94	5,473.62	1,866,427.45
215	15,716.56	10,272.81	5,443.75	1,856,154.64
216	15,716.56	10,302.78	5,413.78	1,845,851.86
Year 18		121,674.83	66,923.89	
217	15,716.56	10,332.83	5,383.73	1,835,519.03
218	15,716.56	10,362.96	5,353.60	1,825,156.07
219	15,716.56	10,393.19	5,323.37	1,814,762.88
220	15,716.56	10,423.50	5,293.06	1,804,339.38
221	15,716.56	10,453.90	5,262.66	1,793,885.48
222	15,716.56	10,484.39	5,232.17	1,783,401.09
223	15,716.56	10,514.97	5,201.59	1,772,886.12
224	15,716.56	10,545.64	5,170.92	1,762,340.48
225	15,716.56	10,576.40	5,140.16	1,751,764.08
226	15,716.56	10,607.25	5,109.31	1,741,156.83
227	15,716.56	10,638.19	5,078.37	1,730,518.64
228	15,716.56	10,669.21	5,047.35	1,719,849.43
Year 19		126,002.43	62,596.29	
229	15,716.56	10,700.33	5,016.23	1,709,149.10
230	15,716.56	10,731.54	4,985.02	1,698,417.56
231	15,716.56	10,762.84	4,953.72	1,687,654.72
232	15,716.56	10,794.23	4,922.33	1,676,860.49
233	15,716.56	10,825.72	4,890.84	1,666,034.77
234	15,716.56	10,857.29	4,859.27	1,655,177.48
235	15,716.56	10,888.96	4,827.60	1,644,288.52
236	15,716.56	10,920.72	4,795.84	1,633,367.80
237	15,716.56	10,952.57	4,763.99	1,622,415.23
238	15,716.56	10,984.52	4,732.04	1,611,430.71
239	15,716.56	11,016.55	4,700.01	1,600,414.16
240	15,716.56	11,048.69	4,667.87	1,589,365.47
Year 20		130,483.96	58,114.76	
241	15,716.56	11,080.91	4,635.65	1,578,284.56
242	15,716.56	11,113.23	4,603.33	1,567,171.33
243	15,716.56	11,145.64	4,570.92	1,556,025.69
244	15,716.56	11,178.15	4,538.41	1,544,847.54
245	15,716.56	11,210.75	4,505.81	1,533,636.79
246	15,716.56	11,243.45	4,473.11	1,522,393.34

Amortization Schedule

247	15,716.56	11,276.25	4,440.31	1,511,117.09
248	15,716.56	11,309.14	4,407.42	1,499,807.95
249	15,716.56	11,342.12	4,374.44	1,488,465.83
250	15,716.56	11,375.20	4,341.36	1,477,090.63
251	15,716.56	11,408.38	4,308.18	1,465,682.25
252	15,716.56	11,441.65	4,274.91	1,454,240.60
Year 21		135,124.87	53,473.85	
253	15,716.56	11,475.02	4,241.54	1,442,765.58
254	15,716.56	11,508.49	4,208.07	1,431,257.09
255	15,716.56	11,542.06	4,174.50	1,419,715.03
256	15,716.56	11,575.72	4,140.84	1,408,139.31
257	15,716.56	11,609.49	4,107.07	1,396,529.82
258	15,716.56	11,643.35	4,073.21	1,384,886.47
259	15,716.56	11,677.31	4,039.25	1,373,209.16
260	15,716.56	11,711.37	4,005.19	1,361,497.79
261	15,716.56	11,745.52	3,971.04	1,349,752.27
262	15,716.56	11,779.78	3,936.78	1,337,972.49
263	15,716.56	11,814.14	3,902.42	1,326,158.35
264	15,716.56	11,848.60	3,867.96	1,314,309.75
Year 22		139,930.85	48,667.87	
265	15,716.56	11,883.16	3,833.40	1,302,426.59
266	15,716.56	11,917.82	3,798.74	1,290,508.77
267	15,716.56	11,952.58	3,763.98	1,278,556.19
268	15,716.56	11,987.44	3,729.12	1,266,568.75
269	15,716.56	12,022.40	3,694.16	1,254,546.35
270	15,716.56	12,057.47	3,659.09	1,242,488.88
271	15,716.56	12,092.63	3,623.93	1,230,396.25
272	15,716.56	12,127.90	3,588.66	1,218,268.35
273	15,716.56	12,163.28	3,553.28	1,206,105.07
274	15,716.56	12,198.75	3,517.81	1,193,906.32
275	15,716.56	12,234.33	3,482.23	1,181,671.99
276	15,716.56	12,270.02	3,446.54	1,169,401.97
Year 23		144,907.78	43,690.94	
277	15,716.56	12,305.80	3,410.76	1,157,096.17
278	15,716.56	12,341.70	3,374.86	1,144,754.47
279	15,716.56	12,377.69	3,338.87	1,132,376.78
280	15,716.56	12,413.79	3,302.77	1,119,962.99
281	15,716.56	12,450.00	3,266.56	1,107,512.99
282	15,716.56	12,486.31	3,230.25	1,095,026.68
283	15,716.56	12,522.73	3,193.83	1,082,503.95
284	15,716.56	12,559.26	3,157.30	1,069,944.69
285	15,716.56	12,595.89	3,120.67	1,057,348.80
286	15,716.56	12,632.63	3,083.93	1,044,716.17
287	15,716.56	12,669.47	3,047.09	1,032,046.70
288	15,716.56	12,706.42	3,010.14	1,019,340.28
Year 24		150,061.69	38,537.03	

Amortization Schedule

289	15,716.56	12,743.48	2,973.08	1,006,596.80
290	15,716.56	12,780.65	2,935.91	993,816.15
291	15,716.56	12,817.93	2,898.63	980,998.22
292	15,716.56	12,855.32	2,861.24	968,142.90
293	15,716.56	12,892.81	2,823.75	955,250.09
294	15,716.56	12,930.41	2,786.15	942,319.68
295	15,716.56	12,968.13	2,748.43	929,351.55
296	15,716.56	13,005.95	2,710.61	916,345.60
297	15,716.56	13,043.89	2,672.67	903,301.71
298	15,716.56	13,081.93	2,634.63	890,219.78
299	15,716.56	13,120.09	2,596.47	877,099.69
300	15,716.56	13,158.35	2,558.21	863,941.34
Year 25		155,398.94	33,199.78	
301	15,716.56	13,196.73	2,519.83	850,744.61
302	15,716.56	13,235.22	2,481.34	837,509.39
303	15,716.56	13,273.82	2,442.74	824,235.57
304	15,716.56	13,312.54	2,404.02	810,923.03
305	15,716.56	13,351.37	2,365.19	797,571.66
306	15,716.56	13,390.31	2,326.25	784,181.35
307	15,716.56	13,429.36	2,287.20	770,751.99
308	15,716.56	13,468.53	2,248.03	757,283.46
309	15,716.56	13,507.82	2,208.74	743,775.64
310	15,716.56	13,547.21	2,169.35	730,228.43
311	15,716.56	13,586.73	2,129.83	716,641.70
312	15,716.56	13,626.36	2,090.20	703,015.34
Year 26		160,926.00	27,672.72	
313	15,716.56	13,666.10	2,050.46	689,349.24
314	15,716.56	13,705.96	2,010.60	675,643.28
315	15,716.56	13,745.93	1,970.63	661,897.35
316	15,716.56	13,786.03	1,930.53	648,111.32
317	15,716.56	13,826.24	1,890.32	634,285.08
318	15,716.56	13,866.56	1,850.00	620,418.52
319	15,716.56	13,907.01	1,809.55	606,511.51
320	15,716.56	13,947.57	1,768.99	592,563.94
321	15,716.56	13,988.25	1,728.31	578,575.69
322	15,716.56	14,029.05	1,687.51	564,546.64
323	15,716.56	14,069.97	1,646.59	550,476.67
324	15,716.56	14,111.00	1,605.56	536,365.67
Year 27		166,649.67	21,949.05	
325	15,716.56	14,152.16	1,564.40	522,213.51
326	15,716.56	14,193.44	1,523.12	508,020.07
327	15,716.56	14,234.83	1,481.73	493,785.24
328	15,716.56	14,276.35	1,440.21	479,508.89
329	15,716.56	14,317.99	1,398.57	465,190.90
330	15,716.56	14,359.75	1,356.81	450,831.15
331	15,716.56	14,401.64	1,314.92	436,429.51

Amortization Schedule

332	15,716.56	14,443.64	1,272.92	421,985.87
333	15,716.56	14,485.77	1,230.79	407,500.10
334	15,716.56	14,528.02	1,188.54	392,972.08
335	15,716.56	14,570.39	1,146.17	378,401.69
336	15,716.56	14,612.89	1,103.67	363,788.80
Year 28		172,576.87	16,021.85	
337	15,716.56	14,655.51	1,061.05	349,133.29
338	15,716.56	14,698.25	1,018.31	334,435.04
339	15,716.56	14,741.12	975.44	319,693.92
340	15,716.56	14,784.12	932.44	304,909.80
341	15,716.56	14,827.24	889.32	290,082.56
342	15,716.56	14,870.49	846.07	275,212.07
343	15,716.56	14,913.86	802.70	260,298.21
344	15,716.56	14,957.36	759.20	245,340.85
345	15,716.56	15,000.98	715.58	230,339.87
346	15,716.56	15,044.74	671.82	215,295.13
347	15,716.56	15,088.62	627.94	200,206.51
348	15,716.56	15,132.62	583.94	185,073.89
Year 29		178,714.91	9,883.81	
349	15,716.56	15,176.76	539.80	169,897.13
350	15,716.56	15,221.03	495.53	154,676.10
351	15,716.56	15,265.42	451.14	139,410.68
352	15,716.56	15,309.95	406.61	124,100.73
353	15,716.56	15,354.60	361.96	108,746.13
354	15,716.56	15,399.38	317.18	93,346.75
355	15,716.56	15,444.30	272.26	77,902.45
356	15,716.56	15,489.34	227.22	62,413.11
357	15,716.56	15,534.52	182.04	46,878.59
358	15,716.56	15,579.83	136.73	31,298.76
359	15,716.56	15,625.27	91.29	15,673.49
360	15,719.20	15,673.49	45.71	0.00
Year 30		185,073.89	3,527.47	
Grand Total		3,500,000.00	2,157,964.24	

Close Window

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the **Hingham Board of Selectmen** and **Hingham Maritime Center, Inc.**, and is joined by **Hingham Public Schools** for the purposes expressly set forth herein.

Each capitalized term used herein shall have the meaning set forth below. Any capitalized term used herein and not specifically defined, shall have the meaning set forth in the HMC Lease.

RECITALS

1. The Town of Hingham is the owner of a certain parcel of land and wharf commonly known as “Barnes Wharf” shown as Lot 58 on Assessors’ Map 51, which provides direct access to Hingham Harbor. Barnes Wharf is under the care, custody, management and control of the Board of Selectmen.
2. Hingham Maritime Center, Inc. is the tenant under the HMC Lease for use of the Premises located on Barnes Wharf.
3. Pursuant to applicable law and the terms of the HMC Lease, use of Barnes Wharf is not exclusive to HMC.
4. During certain portions of the calendar year, HPS utilizes Barnes Wharf for the Hingham High School Rowing Team and the Hingham High School Sailing Team.
5. From time to time, Third Parties may seek permission to use Barnes Wharf.
6. The BOS and HMC wish to set forth certain understandings and agreements with respect to the allocation of use of Barnes Wharf by the HHS Teams, and Third Parties.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the parties hereby agree as follows:

A. Definitions.

“Athletic Director” shall mean the Hingham High School athletic director.

“Available Time” shall have the meaning set forth in Section D.3 of this MOU.

“BOS” shall mean the Board of Selectmen of the Town of Hingham. When authorized by the BOS, the Town Administrator may act on behalf of the BOS from time to time under this MOU.

“Common Area” shall be the area of Barnes Wharf designated as Common Area in the HMC Lease. Use of the Common Area shall be governed by the HMC Lease and this MOU.

“Exclusive Appurtenant Area” shall mean the area of Barnes Wharf designated as such in the HMC Lease. Use of the Exclusive Appurtenant Area shall be governed by the HMC Lease and this MOU.

“Harbor Access Safety Policy” shall mean those certain safety rules, practices and procedures, prepared by the Harbormaster and adopted by the BOS on December ____, 2016, as the same may be amended.

“HHS” shall mean Hingham High School.

“HHS Teams” shall mean the HHS Rowing Team and the HHS Sailing Team.

“HHSRA” shall mean the Hingham High School Rowing Association, a private, non-profit association, and not a subdivision of the Town of Hingham.

“HHS Rowing Team” shall mean the high school athletic team officially recognized by the HPS as representing HHS during the official seasons for public high school rowing in Massachusetts, whether run by the HPS or by an organization authorized by the HPS on its behalf. For the purposes of this MOU, HMC acknowledges that during the HHS Rowing Team practices the HHS Rowing Team student athletes provide mentorship to the South Shore SNAP (Special Needs Athletic Partnership) and participation by South Shore SNAP students shall be permitted during HHS Rowing Team practices.

“HHS Sailing Team” shall mean the high school athletic team officially recognized by HPS as representing HHS during the official seasons for public high school sailing in Massachusetts, whether run by the HPS or by an organization authorized by the HPS on its behalf.

“HPS” shall mean the Hingham Public Schools.

“HMC” shall mean Hingham Maritime Center, Inc., a Massachusetts corporation.

“HMC Lease” shall mean that certain Lease Agreement, dated December ____, 2016, by and between the Town acting through the BOS and HMC.

“Premises” shall have the meaning set forth in the HMC Lease, as the same may be amended. As of the date of this MOU, the Premises are comprised of the buildings now or hereafter located on Barnes Wharf.

“Third Parties” shall mean individuals, organizations or other entities that are neither HMC nor a subdivision of the Town.

“Town” shall mean the Town of Hingham.

“Town Administrator” shall mean the Town Administrator of the Town of Hingham, including, if applicable, the acting Town Administrator, and the Assistant Town Administrator when designated by the Board of Selectmen or the Town Administrator to act on the Town Administrator’s behalf.

“Use Policies” shall mean the Harbor Access Safety Policy and such other policies and codes of conduct adopted by the HPS for student athletes and specifically for use of Barnes Wharf by all persons affiliated with the HHS Teams.

B. Primary Use

HMC has primary use of the Premises and the Exclusive Appurtenant Area in accordance with the terms of the HMC Lease, subject only to the use by the HHS Teams as set forth herein. Use by Third Parties of Barnes Wharf shall be permitted as set forth in this MOU, subject to and subordinate to HMC’s rights under the HMC Lease and shall not interfere with HMC’s operations. For the avoidance of doubt, the parties acknowledge that the BOS shall retain primary control over the use of the non-exclusive Common Areas, except to the extent expressly provided in the HMC Lease.

C. HHS Teams

1. The HHS Teams shall have use of Barnes Wharf and any floats that provide access to Hingham Harbor during the entire public school season, including any pre- or post-season regattas or races, and for a period prior to the commencement of the applicable season for pre-season training as set forth below for each HHS Team. HMC’s floats shall be available on a non-exclusive basis to HHS Teams for the purposes of launching shells and sailboats during designated HHS Team seasons and operating hours.
 - (a) HHS Sailing Team: The fall sailing season will be of a club/intramural nature and may begin during the second week of classes and must end on or before October 15th. The spring season shall begin the third Monday of March subject to a safety determination by the Harbormaster, and shall end after the Mass Bay League and the New England Sailing School Association Championships. However, if the Team qualifies for the regional/national championship, the season will be extended to that competition.
 - (b) The fall HHS Rowing Team season may begin on the second Thursday preceding Labor Day. The season shall end after the completion of Massachusetts Public School Rowing Association State Championship and the New England Interscholastic Rowing Association Championship. However, if the Team qualifies for the regional/national championship, the season will be extended to that competition.
 - (c) The spring HHS Rowing Team season may begin on the third Monday in March subject to a safety determination by the Harbormaster. The season shall end for rowing after the completion of Massachusetts Public School Rowing Association State Championship and the New England Interscholastic Rowing Association Championship. However, if the Team qualifies for the regional/national championship, the season will be extended to that competition.
 - (d) The HHS Rowing Team shall mean either the club team or the varsity team during its respective public high school competitive season. Although the HHS Rowing Team may be operated by the HHSRA, a private entity, through an affiliation with Hingham High School, the HHSRA (or any successor private

entity) is a Third Party (as described in the above definitions) and not a HHS Team when operating outside the official public high school rowing seasons identified herein.

2. HHS Teams shall have the right to store and access boats and related equipment owned by the Town of Hingham on Barnes Wharf during the respective HHS Team seasons. HMC shall notify the Athletic Director in writing at the beginning of the fall season of the date by which HMC wishes to have boats and equipment removed from Barnes Wharf for winter storage, and the Athletic Director shall respond to confirm such date or request a different date. If an agreement cannot be reached by the parties as to such date, the provisions of Section C.8 below shall apply.
3. The Athletic Director shall deliver a tentative written schedule of use of Barnes Wharf to HMC for the upcoming season no later than one month prior to the commencement of the applicable season, including the dates of pre-season, in-season and potential off-season use, and practice and race times. Practice times shall include a reasonable period for insertion and removal of boats from the water, and the HHS Teams shall be required to use best efforts to enter onto and leave from HMC's Premises within the timeframes specified in the schedule so as not to interfere with HMC's operations. HPS and HMC acknowledge that HHS Team schedules may need to change during the course of the season due to unforeseen conditions, such as changes in race schedules or severe weather conditions. In such event, the Athletic Director, or the Athletic Director's designee, shall contact HMC as soon as possible to determine how the schedule may be modified to address the needs of the HHS Team without material interference to HMC's operations. In no event shall HMC be required to cancel or reschedule a pre-scheduled class.
4. There shall be no charge to the HHS Teams for access to Hingham Harbor over Barnes Wharf and any floats that provide access thereto. In addition, at no cost during scheduled times of use, student athletes shall be permitted to store backpacks in the existing building or covered area, such as the pavilion (or any future fully-enclosed building or area), access to the existing pavilion (or future building) for shelter during inclement weather and, in the event restroom facilities are available on Barnes Wharf at any time, access to such facilities. In addition, the HHS Team coaches shall have the right to park in the public parking area on Barnes Wharf on a first come, first serve basis, in common with all other public users. HMC may charge reasonable, market rates to the HHS Teams for use of any HMC-owned equipment (such as ergs, boats, life jackets, but excluding docks and floats) if requested during the HHS Teams' use of Barnes Wharf. Equipment fees for the fiscal year commencing July 1 shall be set forth annually in a written fee chart provided to the Athletic Director no later than November 1 of the preceding year. Once determined, such fees may not be increased until the following fiscal year. Increases in equipment fees from year to year must be reasonable and related to actual increases in costs incurred by HMC in connection with the repair, maintenance and/or replacement of such equipment.
5. HPS acknowledges that Barnes Wharf is a non-school public property that is subject to the rights of HMC under the HMC Lease, and the rights of access of the public as the same may be regulated by the Board of Selectmen from time to time. It shall be the responsibility of HPS to insure the use of Barnes Wharf by the HHS Teams in a safe

manner that is respectful of the use thereof by HMC and the public. HPS shall require compliance with the Use Policies, including adoption of appropriate written procedures for use of Barnes Wharf and of the floats and other property of HMC by the HHS Teams, which procedures shall be observed by all persons affiliated with the HHS Teams. Such procedures shall require that an adult member of the coaching staff be present at all times that student athletes are utilizing Barnes Wharf as part of an HHS Team, and shall require strict adherence with Harbor Access Safety Policy. All Use Policies in effect from time to time shall be accepted in writing by the HPS, each HHS Team, and HMC.

6. To the extent carried by HPS in connection with its athletic programs, HPS shall annually provide HMC with a certificate of general liability insurance naming HMC as an additional insured. HMC may also require that any private entity operating a HHS Team during such HHS Team's season provide HMC with a certificate of general liability insurance naming HMC as an additional insured.
7. HMC may require that all participants in the HHS Teams (including, without limitation, athletes and coaches) sign waivers in form required by HMC releasing and indemnifying HMC from any liability for access to the docks and floats and other area of Barnes Wharf under the control of HMC. It is anticipated that a new release and indemnity will be required of each individual on an annual basis.
8. In the event of any question, concern or alleged violation of this MOU or any Use Policy by either an HHS Team or HMC, the party raising the concern or alleging the violation shall notify either (a) the head coach of the HHS Team and the Athletic Director, or (b) HMC, as applicable, and the parties shall promptly meet to discuss a resolution of the issue. If, after using good faith efforts, the issue is not resolved, either party may contact the Town Administrator, who shall preside over a meeting of the parties and render a decision as to how the matter shall be resolved. In the event either party wishes to appeal the Town Administrator's decision, it shall do so in writing to the BOS within one calendar week of the issuance of the decision. The BOS may either affirm or modify the Town Administrator's decision and that decision shall be final and binding on the parties, subject to Section E.5 below.

Notwithstanding to foregoing resolution procedures, nothing herein shall limit the legal authority of the Harbormaster or any other public safety official from taking such actions deemed necessary by such official to mitigate or stop any violation or condition of this MOU or any other federal, state or local law, that creates or may result in a threat to the peace or safety of the public.

9. HPS agree, upon request from the BOS, to participate in review meetings with the BOS and HMC pursuant to Section E.2 below.
10. The HHS Teams use of Barnes Wharf shall be governed by Massachusetts law applicable to public school athletic programs.

D. Third Party Use

1. Use of Barnes Wharf and the floats that provide access to Hingham Harbor by Third Parties shall be governed by the provisions of this Section. This Section does not govern the rights of the public to access the Common Area as described in Section A. In addition, Third Party use of HMC's Premises and Exclusive Appurtenant Areas (for any other purpose) shall be governed by the HMC Lease.
2. The BOS and HMC acknowledge that:
 - (a) Barnes Wharf is a publicly owned property that provides direct access to Hingham Harbor and was acquired by the Town for that purpose;
 - (b) The buildings on Barnes Wharf constitute the Premises leased to HMC under the HMC Lease, together the appurtenant right to use the Common Areas and certain Exclusive Appurtenant Areas, subject to the terms of the HMC Lease and this MOU;
 - (c) Over the years of the Town's ownership of Barnes Wharf, HMC and various Third Parties have desired and been granted access to Hingham Harbor over Barnes Wharf and floats connected to the wharf from time to time;
 - (d) It is in the public interest to allow, when scheduling time is available without interference with HMC operations, for the use of Barnes Wharf for access to Hingham Harbor; and
 - (e) The BOS and HMC desire to set forth certain guidelines pursuant to which such Third Party use shall be allowed.
3. HMC agrees to make access available to Third Parties on an "as available" basis after taking into account HMC's programming and operations, the use by the HHS Teams and Special Events that may be permitted under the HMC Lease (the scheduling time left after taking such uses into account shall be referred to as "Available Time"). In no event shall HMC be required to limit its own programming in order to accommodate Third Parties, however, HMC shall schedule its programming in good faith. In addition, it is acknowledged that Available Time may change from year to year and HMC shall provide tentative Available Time schedules to Third Parties upon request no later than sixty days prior to each of the spring, summer and fall seasons.
4. HMC shall establish an application process for Third Parties wishing to use Barnes Wharf to access Hingham Harbor. Evaluation of such applications shall be done on a timely basis and shall be based on impartial criteria. Third Parties who have had access over Barnes Wharf in the preceding calendar year shall be given first opportunity each year for scheduling of Available Time and shall be given written notice within a reasonable timeframe in which an application for Available Time may be made for the fall, spring or summer season, respectively, before the Available Time is offered to new Third Parties. The parties acknowledge that, as of the date of this MOU, the HHSRA (acting in its private capacity) have been provided access to Hingham Harbor over Barnes Wharf in the preceding calendar year. Reasonable fees may be established by HMC for

access to Hingham Harbor through use of HMC's float system, provided such fees are established in good faith, are reasonably related to the impact of third party use on HMC's maintenance costs, and are not set in a manner intended to deter Third Party use of Available Time. HMC may also charge reasonable, market rates if use of any HMC-owned equipment is requested during Third Party use of Barnes Wharf.

5. All Third Party users shall be provided with, and shall be required to acknowledge in writing receipt of, and agreement to, the Harbor Access Safety Policy. In addition, all Third Parties who are charged a fee of any amount for access over Barnes Wharf shall be required to sign waivers releasing and indemnifying HMC and the Town of Hingham from any liability for the Third Party's use of any portion of Barnes Wharf and shall deliver certificates of general liability insurance prior to using Barnes Wharf, which certificates shall name HMC and the Town of Hingham as an additional insured. Upon request by the BOS, HMC shall deliver a written list of all Third Party users for a certain time period up to 12 months, the dates and hours of use, and copies of the required acknowledgments, waivers and insurance certificates.
6. In addition to the Harbor Access Safety Policy, HMC shall establish procedures and code of conduct for all Third Party users which shall be enforced equitably. At least thirty (30) days prior to adoption of the code of conduct, or any further amendment thereto, HMC shall provide a copy of the same to the BOS for review and comment. Such code of conduct shall contain reasonable provision for written warnings and opportunity to cure any violation of the code of conduct by a Third Party before HMC may exclude any Third Party (or individual associated therewith) from Third Party use.
7. In the event a Third Party alleges that HMC has failed to comply with the provisions of this Section D, or HMC alleges that a Third Party is failing to comply with the terms and conditions of Third Party Use set forth herein, an authorized representative of either party may contact the Town Administrator, who shall preside over a meeting of the parties and render a decision as to how the matter shall be resolved. In the event either party wishes to appeal the Town Administrator's decision, it shall do so in writing to the BOS within one calendar week of the issuance of the decision. The BOS may either affirm or modify the Town Administrator's decision and that decision shall be final and binding on the parties, subject to Section E.5 below.
8. Notwithstanding any provision of this Section D, nothing herein shall limit the legal authority of the Harbormaster or any other public safety official from taking such actions deemed necessary by such official to mitigate or stop any violation or condition of this MOU or any other federal, state or local law, that creates or may result in a threat to the peace or safety of the public.

E. General Terms

1. Term. Unless otherwise agreed in writing by HMC and the BOS, the term of this MOU shall be the same as the term of the HMC Lease, as the HMC Lease term may be modified pursuant to the terms thereof.
2. Review Meetings. HMC and BOS shall meet at a public meeting of the BOS on or about one year from the date of this MOU to review and discuss the process and procedures set

forth herein, and either HMC or the BOS may request such a review meeting each year thereafter. To the extent review meetings are required under the HMC Lease, the review of this MOU shall occur at the same review meeting.

3. Amendments. This MOU may be amended only by instruments in writing executed by the BOS and HMC, provided that HPS shall be given notice and opportunity to review and comment on any amendments to Section B affecting the HHS Teams.
4. Notice. All notices required or permitted hereunder shall be in writing and shall be deemed duly served if (i) by hand with receipt of delivery; or (ii) mailed by certified mail, return receipt requested, postage prepaid, if to HMC, at the address of HMC set forth in the HMC Lease, or such other address as HMC shall have last designated by notice in writing to the Town, and, if to the Town, at 210 Central Street, Hingham, MA 02043, Attention: Town Administrator, and, if to the HPS, at 210 Central Street, Hingham, MA, Attention: Superintendent. Notices from counsel of any party shall be deemed notice from such party.
5. Reserved Remedies. Notwithstanding the dispute resolution procedures set forth in this MOU, nothing contained herein shall be deemed a waiver by HMC of any remedy available to HMC under the HMC Lease if HMC alleges that a final, binding decision of the BOS hereunder constitutes a default by the Town under the HMC Lease.
6. Bind and Inure. Except as herein provided otherwise, the agreements and conditions in this MOU contained on the part of the Town to be performed and observed shall be binding upon the Town and its legal representatives, successors and assigns and shall inure to the benefit of HMC and its legal representatives, successors and assigns, and the agreements and conditions on the part of HMC to be performed and observed shall be binding upon HMC and its legal representatives, successors and assigns and shall inure to the benefit of the Town and its heirs, legal representatives, successors and assigns. HMC acknowledges that this MOU is executed on behalf of the BOS and the HPS by a member or members of the Board of Selectmen and authorized representatives of the HPS, respectively, each acting in his/her capacity as a Town official, and not individually, and that HMC and each person dealing with the Town, or claiming any rights or interests herein or hereunder, agree that no officer, employee or agent of the Town shall have any personal liability hereunder or otherwise.
7. Applicable Law and Construction. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this MOU shall to any extent be invalid, the remainder of this MOU shall not be affected thereby.

[SIGNATURES ON FOLLOWING PAGE]

The MOU is hereby executed and shall be effective as of the date of later execution by the BOS and HMC as set forth below.

HINGHAM BOARD OF SELECTMEN

duly authorized by vote of a majority of the Board at a public meeting on December ____, 2016

Paul J. Gannon

Mary Power

HINGHAM MARITIME CENTER, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

JOINDER

HPS joins in this MOU for the limited purpose of acknowledging and agreeing to the provision of Section B hereof governing use by the HHS Teams of Barnes Wharf.

Name: Dorothy Galo
Title: Superintendent

Harbor Access Safety Policy

ADOPTED BY THE BOARD OF SELECTMEN ON DECEMBER ____, 2016

Table of Contents

1. Definitions
2. Applicability
3. Safe Procedures
4. Safety in Your Equipment
5. Safety in Coaching
6. Safety Boats
7. Rescue Procedures for Safety Boat
8. Cold Water
9. Emergency Scenarios
10. Emergency Refuge Area

Preface

The purpose of these this Safety Policy is to provide guidance for programs accessing Hingham Harbor from public lands. Program directors and coaches are relied on for their professional knowledge and are expected to make common sense decisions. Water sports possess inherent dangers such as drowning and hypothermia. These dangers should always be guarded against when a coach makes a decision.

To ensure the safety of all programs, they shall coordinate with one another to ensure sufficient safety boats on the water. These guidelines are not to replace federal, state, local laws or regulations promulgated by leagues or the Athletic Director. Safety should always be first.

When in doubt, don't go out!

1. DEFINITIONS

Boat. The word “*boat*”, shall mean any boat involved in the program whether it be a sailboat, rowing shell, or safety boat.

Catch a crab. The term to “*catch a crab*”, shall mean to put ones oar in the water at the wrong time which results in the oar flipping parallel to the boat.

Crews. The word “*crews*”, shall mean the person(s) in a rowing shell, sailboat, and/or safety boat.

Emergency Refuge Areas. The term “emergency refuge area”, shall mean a predetermined area where boats may go ashore in the event of an emergency.

Life Jacket. The term to “*life jacket*”, means a floatation device approved by the United States Coast Guard and in serviceable condition.

Rescue Boat. The term to “*rescue boat*”, shall mean any safety boat or other boat involved in rescue operations.

Safety Boat. The term “*safety boat*”, which may also be referred to as a “safety powerboat” or “*coach boat*”, shall mean the vessel responsible for coaching and the safety of the rowing and sailing crews.

Season. The word “season”, shall mean the official club, varsity, or interscholastic season dates as determined by the MIAA, other governing body, or the Hingham High School Athletic Director.

2. APPLICABILITY

These regulations apply to all –

- A. Program directors, coaches, coxswains, sailors, and individual crew that participate in school or community sports accessing the harbor from public property
- B. Vessels used as a safety boat during a practice, regatta, or competition.
- C. .

3. SAFETY PROCEDURES

A. Pre-boating preparedness:

- i. All programs must complete a boating log listing all rowers and sailors, planned destination, time on and off the water. The log must be left at the location from which they launched. Above all, there should be a record of exactly who is on the water at any given time.

B. Safety on the dock

- i. All gear and equipment must be removed from the docks as quickly as possible following a practice. Shoes and other equipment left on the dock constitute a hazard to other crews using the dock, and should be stored off the dock or taken in the boat.

- ii. It is important to plan arrivals at the dock so that there are no conflicts with other planned departures.
- iii. Safety boats must be ready to run before the crews leave the dock.
- iv. Properly equipped safety boat(s) must be available at the dock or on the water at all times for each respective program.

C. Water / weather / visibility safety

- i. No rowing or sailing will take place if the water, weather, and visibility conditions are potentially dangerous. Each sport will make the determination whether to hold based upon the criteria pertinent to their sport. Ex: Sailing may practice on a day that is too windy for rowing.
- ii. The Coach shall determine if the conditions are unsafe:
 - a. No rowing or sailing will occur prior to daylight or after sunset, unless equipped with visible bow lights.
 - b. No rowing or sailing will occur when visibility is reduced by fog.
 - c. No rowing or sailing will occur under high winds/large seas.
 - d. Any rowing or sailing activities undertaken when the water temperature is below 50 °F must adhere to special Cold Water Rules (see section 8).
- iii. There are many potential dangers in Hingham Harbor. All crews must be familiar with the current, water and wind conditions, short-term weather forecast (for thunderstorms), and water level (to determine submerged hazards and channels) prior to boating.

D. Safety During Practice

- i. No crew are allowed on the water without the appropriate number of safety boats and coach supervision unless they are given specific permission from the Harbormaster.
- ii. All boats that are further than 500 yards from a safety boat must carry their own PFDs (enough PFDs for each member of the crew including coxswains).
- iii.
- iv. Sailing crews shall wear a properly fitting dry suit when sailing. Wrist and neck seals shall be in good serviceable condition and the dry suit must be worn according to the manufacturer's instructions.
- v. Sailing crews can wear spray suits when the coach determines the weather conditions are appropriate. The coach shall consider the wind speed, air and water temperatures (which both must be near or exceeding 60 °F) when making the decision to wear spray suits.

E. Injured athlete / endangered crew

- i. At the beginning of the season, crews should establish who in the crew (if anyone) is capable of administering CPR, or First Aid. This should be done at the same time as the swim test (or whenever the crew is at least asked if they can swim). In straight (coxless) boats, the bow person and/or another should be established to take the position that a coxswain would normally have should an accident occur.

F. Rower Overboard

- i. If a rower goes overboard, such as when they catch a crab: The coxswain gives the command to stop rowing and pause at hands away. The coxswain should take great care to make sure that the overboard person is clear of riggers and oars; once this is established they should instruct the crew to hold water.

- ii. The stroke removes his/her oar and directs, but does not throw it, to the person in the water.
- iii. The crew backs the boat to the person in the water.
- iv. The coxswain gets hold of the person or lets him/her grasp a rigger. Do not attempt to bring the person aboard if the safety boat is near.

G. Rower Unconscious

- i. If a rower loses consciousness, support him/her in the water until a rescue craft arrives, or help him/her to the bank as quick as possible if no rescue boat is at hand. All rowers should know life-saving procedures. If necessary, resuscitation should initiate immediately, even while the rower is still in the water. An ambulance should be summoned by the quickest method available.

H. Break-up or Sinking Procedure for Rowing:

- i. The crew must remain in a group, using oars as PFD's, or putting on PFD's if available.
- ii. No one leaves the group, shell, or flotation device until they are at shore or at the rescue boat. Crews may leave the shell if they can touch bottom and wade to shore, but this must only be done as a group.
- iii. Use the buddy system, distribute crew evenly on the remains of the hull, encourage one another, and share flotation devices.
- iv. The coxswain should account for all crewmembers; keep numbering off.
- v. **NO ONE ATTEMPTS TO SWIM TO SHORE.** Visual perception is dramatically altered in the water and distance seems much shorter than what it really is. Await the arrival of the safety boat, unless the crew can touch bottom and safely wade into shore.

I. Emergency Procedures

- i. In every emergency situation one coach must be designated to request outside assistance and report to the coaches after the request is made so that everyone knows help is on the way. The coach requesting assistance will make the decision on how to call for help and is encouraged to use all methods available.
- ii. For any emergency requiring external assistance telephone 911, and state the following:
 - a. Your name
 - b. Your location: Town of Hingham Harbor (Inner Harbor, Outer Harbor, ect.)
 - c. A concise description of the emergency
 - d. Which agency is required (Harbormaster, Police, Ambulance)
 - e. Any need for water rescue
 - f. Closest shelter point
- iii. Broadcast a distress call on VHF channel 16 so any boats in the area can assist and the USCG will be aware of your situation.

4. SAFETY IN YOUR EQUIPMENT

- A. It is the crew's responsibility to check the state of the equipment prior to boating. Ensure all equipment is present and operational and no defects are present.
- B. Lifejackets:
 - i. Rowing

- a. Crews in rowing shells, EXCEPT the coxswain, are not required to wear a lifejacket because they do not allow someone to row properly. A lifejacket can get in the way of necessary hand and arm movements, as well as blocking the elimination of heat from the body.
 - b. Rowing shells shall have life jackets for each crew onboard unless it is attended by a safety boat carrying lifejackets of appropriate size for each member of the crew;
 - c. At a minimum, coxswains must wear a lifejacket while on the water from September 15th to May 15th in line with 323 CMR 2.07 section 10. However, coxswains are encouraged to wear lifejackets at all times.
- ii. Sailing
 - a. All crews are required to wear a lifejacket at all times.
 - b. All crews are required to have their lifejacket on before rigging the sailboats and must remain on until the boats are completely unrigged and the crews leave the docks.
- C. Whistles: Each boat must be equipped with an emergency whistle to signal for help in case of an emergency.

5. SAFETY IN COACHING

A. All Coaches Must:

- i. Possess a current CPR and First Aid certification;
- ii. Know the physical capabilities and limitations of their athletes and the equipment.
- iii. Be aware of each athlete's level of swimming ability--in the case of an emergency, a non-swimmer (or a weak swimmer) would have to be rescued first.
- iv. Check that all equipment is safe, and that crews have proper clothing and fluids appropriate for the outing and weather conditions before they shove off. Coxswains should carry basic tools (wrenches, black tape, and screwdriver) in case of equipment failure.
- v. If practices are held in the predawn darkness, or as the sunsets, the coach must ensure that all boats are properly lit. Bow persons and coxswains should also be encouraged to wear reflective (or white) clothing.
- vi. Not leave the dock with the safety boat until the crews shove off.
- vii. Must wear lifejackets at all time when in boats.
- viii. Attempt to be close to your crews at all times;
- ix. Strictly limit the number of crews and athletes they supervise in line with their rescue capacity.
- x. Watch for hazards on the water. It is often easier for the coach, who is higher above the water, to see hazards ahead--particularly those lying low in the water. The coach first informs the coxswain or steersperson of the hazard and then directs them to stop or how best to avoid the hazard (try to remove or mark such hazards to help other crews).
- xi. Not load the safety boat such that if they are operating it from the stern seat they do not have adequate vision over the bow of the boat.
- xii. Know how to make and recognize standard distress signals and how to take appropriate action if signals are given by crews or by other boats.

- xiii. Realize that they are responsible for the well-being of their crew. Arriving late, and leaving early, as well as not properly monitoring crews is unacceptable.
- xiv. Be aware of and show consideration to other water users. They must ensure that neither their safety boat(s) nor the crews they are supervising place anyone else using the water in jeopardy. They must always be alert to give help to other programs who may be in danger and without assistance.

6. SAFETY BOATS

A. Each safety boat must carry:

- i. Each boat must be equipped with a paddle or oar should the engine fail.
- ii. One hand-held bailer or one manual pump.
- iii. Throw bag, life ring or other appropriate device with at least 30 feet of buoyant rope to aid in throwing, and for a person in the water to secure a hand hold.
- iv. A space blanket or reflective blanket to warm a person until taken ashore during cold weather.
- v. Properly mounted running lights if boating outside daylight hours.
- vi. Tow line preferably nylon to reduce shock through stretching.
- vii. Additional spare lines to throw to a person in the water or secure items on the safety boat.
- viii. Boat hook for reaching a person close by in the water or retrieving items from the water.
- ix. Noisemaking devise for emergency situations.
- x. Anchor, chain and rode appropriate to hold the safety boat.
- xi. Boarding ladder, or a line with a large bowline for a foothold.
- xii. Basic first aid kit containing a sugar source for diabetics.
- xiii. Marine VHF Radio: This is essential for all safety boat(s) to communicate should one safety boat break down or need assistance from other boat(s). All boat(s) shall monitor channel 69.
- xiv. A cellular phone is essential for all safety boats to telephone 911 in the event of an emergency.

B. Numbers of Crew

- i. The number of crew in a safety boat should be limited to those needed to operate the safety boat and perform rescues. A safety boat with too many people aboard does not move as quickly or with as much control. Untrained crew or people interested in another function (e.g., photographers and spectators) may interfere with rescue operations.

C. Clothing

- i. Safety boat crew should wear appropriate clothing to stay warm and dry. It is important that the safety boat crew be able to perform at peak efficiency when called upon to do their task.

7. RESCUE PROCEDURE FOR SAFETY BOAT

- A. Inexperienced operators or improperly equipped individuals should not be allowed on the water during rescue operations.
- B. A safety boat needs assistance when there are multiple crews in the water and recovering all crews will exceed the capacity of their safety boat. There may be other times when a safety boat needs assistance and the safety boat should request assistance as soon as

possible. If it is determined at a later time assistance is not needed the request can be canceled. (See emergency scenario 2 below)

- C. In the event of a rescue requiring multiple safety boats, all able crews on the water should immediately be sent to shore with at least one safety boat overseeing this process or remain in the area of the rescue. The other safety boats must work together to respond immediately and not jeopardize their crews. The response can be staggered with one or more safety boats responding immediately and others overseeing the able crews returning to shore.
- D. When responding to the location where assistance is needed.
 - i. Approach site where equipment is disabled, or where there may be crews in the water into the wind so that they will not drift down onto, or be blown against the equipment or crews in the water.
 - ii. Assess the situation. Quickly establish the condition of the crews in the water, and the severity of the circumstances.
 - iii. Establish verbal contact with those in the water so they can be talked through the rescue quickly. Those in greatest distress or risk should be rescued first.
 - iv. Distribute lifejackets carried in the safety boat to all rowers.
 - v. Do not attempt to bring crews into the rescue boat by the stern or anywhere near the engine. Cold or exhausted crews will need assistance to enter the boat.
 - vi. Rescue should occur in pairs (buddies). This will prevent an athlete from letting go, until the rescue craft actually rescues the crew.
 - vii. A head count must be conducted on the arrival of the rescue boat(s) at the scene, and must be repeated each time it leaves and returns.
- E. If possible, use a throw bag or a length of rope attached to the rescue boat to throw to crews in the water to calm them, and to pull them to the rescue boat.
- F. Take care to not disable your rescue boat by grounding it in shallow water or by hitting an obstruction.
- G. Overloading:
 - i. **Overloading is by far the greatest, and the most avoidable, danger when using small safety boats.**
 - ii. Operators must know the limitations of their safety boat. Coaches should only take one additional person aboard in early spring and late fall (i.e. total of two persons in a safety boat). Non-essential passengers may impede emergency operations or take up space needed for crews in distress.
 - iii. Remember, as the load in a safety boat is increased, it settles lower in the water, and the free board is reduced to the point where a wave may come over the gunwale causing the safety boat to sink even further and possibly swamp.
 - iv. Finally, whatever happens in a small safety boat will happen quickly. There will not be any time to put on life jackets or to make preparations before the crew and operator are in the water with possible injuries. Any debris or deadhead struck at speed may puncture the hull or cause the boat to capsize.
 - v. Make several trips, if necessary.

8. COLD WATER RULES

- A. All boats ***MUST*** be accompanied by a safety boat when the water temperature is below 50 °F. The number of boats being supervised by a safety boat must be limited to ensure close contact between all crews and the safety boat at all times. The qualifications of the

safety boat personnel determine the number of athletes that can be supervised at a time. The safety boat must be equipped with the appropriate safety gear.

- B. When the water temperature is less than 50 °F, rowers and coxes that enter the water have only a short period of time (matter of minutes) before they start to suffer from hypothermia and shock.
- C. Sailors should wear dry suits, gloves, and hats to protect themselves against the elements.

9. EMERGENCY SCENARIOS

- A. It is impossible to predict all possible emergency situations, but these emergency scenarios are designed to anticipate possible emergency situations that could occur on Hingham harbor. These scenarios are designed to make you think (rather than to instruct) about what to do under certain emergency situations, though you should rely upon common sense if you find yourself in an emergency. While it is important to safe guard the equipment, the most important factor is the safety of the crews.
- B. Scenario 1: Rapid Onset of High Winds and Heavy Rain
 - i. The dark clouds for these sudden storm events can usually be seen approaching for some time. You may also observe a sudden shift in temperature with the temperature dropping rapidly over the course of a couple minutes. If you observe a system moving in, make your way to the dock and bring the equipment in promptly. If you do find yourself trapped by the weather and unable to make it to the dock, then make your way to the nearest refuge site (defined below). This may include the yacht club or a boat ramp. If the safety boat realizes that the shells may not make it to the dock, the safety boat may instructs the shells to, move as close to shore as possible and when the water is shallow enough, hop out and bring the boat and oars ashore, flip, and rest on the ground. When all persons are out of the water, the safety boat should immediately call 911 to notify Hingham Public Safety that all persons are safely ashore and where they are located. The safety boat can then return to the dock for safety until the system passes and the boats can be recovered.
- C. Scenario 2: Squall and Heavy Rain
 - i. Sailboats unable to make the dock as a squall approaches capsize in different locations and six persons are in the water. The sailboats are unable to right because of the strong winds and heavy rain. The supervising safety boat becomes a rescue boat and can only rescue two more persons before reaching maximum capacity. The rescue boat recognizes that his/her boat cannot rescue all crews from the 49 °F water. The rescue boat requests assistance from the other safety boats to help rescue the remaining four persons and monitor the remaining sailboats to shore. The other safety boats must dispatch an appropriate number of safety boats to assist in the rescue and monitoring of the returning sailboats. The other safety boats first terminate practice and send their boats to the dock, ensuring appropriate supervision of their boats as they return to shore, and then respond immediately to assist in the rescue.
- D. Scenario 3: Lightning Detected
 - i. It is best to avoid going out if lightning is forecasted, and the coach will be responsible for checking the weather forecast ahead of time. Any signs of

lightning before boating, the boats should not leave the dock. If lightning is detected while on the water, return immediately to the dock. Being on the open water in a boat is one of the worst places to be, so move immediately to the dock. If it is a violent storm, you may need to get to the closest shore, and beach. Always try to use a refuge area because they are easily accessible by public safety and support vehicles. Keep your eye on the weather and the presence of storm clouds.

E. Scenario 4: Unconscious Crew

- i. A crew member catches a crab while the shell was moving at a fast pace. The rower was thrown from the boat. The safety boat should immediately respond to the person and approach from downwind or up current so they are not pushed into the person. Immediately assess the condition of the crew. An unconscious crew member may be brought into the rescue boat or be kept alongside the rescue boat if necessary. The rescue boat should call for help on VHF radio 69 requesting assistance from other safety boats. The rescue boat must direct somebody to call 911 and the directed party must acknowledge that they are doing so and afterward confirm that Hingham Public Safety was notified.

10. EMERGENCY REFUGE AREA

It is important that you keep an eye on changing weather patterns and return to the dock if it looks like the weather will get worse. These refuge areas are for emergency situations. If at all possible return boats to the dock. If you take shelter in a refuge area the crew must stay together and call Hingham Public Safety notifying them of your situation and that all crew are accounted. Refuge can be taken anywhere however, these predetermined locations are easily accessed by emergency and support vehicles.

- A. Hingham Yacht Club – Pull the boats out of the water on the rocky shore between the club and the jetty, invert or remove sails, and get to a safe place preferably sheltered by the building.
- B. Downer Ave at white fence – Pull boats ashore at the white fence, invert or remove the sails and get to a safe place.
- C. Bathing Beach – Pull the boats out of the water, invert or remove sails, and get to a safe place.
- D. Worlds End Guard Shack – Pull the boats out of the water, invert or remove the sails and get to a safe place by the guard shack.
- E. Boat Ramp next to Steamboat Wharf Marina – Pull boats out of the water on the boat ramp to the right of the marina, invert or remove sails, and get to a safe place. When in the Weir River and the weather rapidly deteriorates, strongly consider going to refuge site (E) Boat Ramp next to Steamboat Wharf Marina because of the long distance to the inner harbor and the potential dangers of the open water after exiting the river.

Reference:

1. Interscholastic Sailing Association Safety Practices, A Basic Guide, Amended 2014, available at

DRAFT AS OF 11.30.2016

http://hssailing.org/documents/ISSA_safety_practices_guide_2014_10_19.pdf
(last viewed March 30, 2016).

2. USRowing Safety Guidelines, *available at*
<http://www.usrowing.org/safety/safetyguidelines> (last viewed March 30, 2016).