

TOWN OF SEABROOK

POLICY – COMMERCIAL FISHERMAN PLACARD PROGRAM

Integration with Seabrook Commercial Fish Pier Lease (Section 26)

Purpose

This policy establishes administrative procedures for issuance and renewal of the “Seabrook Town Pier – Commercial Fisherman Only” placard in coordination with Section 26 of the Lease between the Town of Seabrook and the Yankee Fisherman’s Cooperative, Inc.

The purpose of this policy is to:

- Ensure that only qualified commercial fishermen are granted access privileges;
- Allocate and manage liability exposure associated with such access;
- Maintain consistency between Town pier operations and the Commercial Fish Pier lease obligations.

1. Eligibility Standard

To qualify for a Commercial Fisherman placard, an applicant must:

1. Be a resident of the Town of Seabrook;
2. Submit page one (1) of their most recent federal income tax return listing occupation as “commercial fisherman”;
3. Meet any additional requirements established by the Town for pier access.

Verification of these requirements shall be performed by designated Town administrative personnel.

2. Waiver Requirement

As a condition of issuance or renewal of a placard, each applicant shall execute the Town’s Commercial Fisherman Access Waiver, Release, and Insurance Agreement.

No placard shall be issued or renewed without a properly executed waiver on file.

Waivers shall be retained in Town records for the duration of placard validity and for a minimum of three (3) years thereafter.

3. Insurance Requirement

Each applicant must provide:

- A certificate of commercial general liability insurance with minimum limits established by the Town;
- Evidence that the Town of Seabrook and Yankee Fisherman's Cooperative, Inc. are named as Additional Insureds;
- Confirmation that coverage remains in effect for the duration of placard validity.

Placards shall not be issued or renewed without current proof of insurance.

Insurance certificates shall be reviewed annually.

4. Term and Renewal

Placards shall be valid for one calendar year unless otherwise determined by the Town.

Renewal requires:

- Updated proof of residency (if requested);
- Updated tax return verification (if requested);
- Execution of a new waiver (if revised);
- Submission of current insurance documentation.

5. Revocation

The Town reserves the right to suspend or revoke a placard for:

- Failure to maintain required insurance;
- Violation of pier rules or lease provisions;

- Misrepresentation of eligibility;
- Unsafe or disruptive conduct.

Revocation may be immediate where public safety is implicated.

6. Administrative Coordination

The Town shall notify the Yankee Fisherman's Cooperative that eligibility under Section 26 of the Lease is limited to current placard holders in good standing.

The Cooperative shall not be responsible for verifying tax documentation or insurance and may rely solely on presentation of a valid Town-issued placard.

7. Policy Modification

Insurance limits, documentation requirements, and administrative procedures may be modified by the Town from time to time without amendment to the Lease, provided such changes are applied uniformly.

ADOPTED BY BOARD OF SELECTMEN: APRIL 6, 2026

TOWN OF SEABROOK

COMMERCIAL FISHERMAN ACCESS WAIVER, RELEASE, AND INSURANCE AGREEMENT

As a condition of receiving or renewing a Seabrook Town Pier – Commercial Fisherman Only placard and access privileges to the Seabrook Commercial Fish Pier facility, the undersigned agrees as follows:

1. Acknowledgment of Risk

I acknowledge that commercial fishing activities, including docking, loading and unloading gear, vessel operations, and access to marine facilities, involve inherent risks of injury, death, property damage, and economic loss. I voluntarily assume all such risks.

2. Release of Liability

To the fullest extent permitted by law, I hereby release, waive, and discharge:

- The Town of Seabrook,
- The Yankee Fisherman's Cooperative, Inc.,
- Their officers, employees, agents, members, and representatives

from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to my use of the Seabrook Commercial Fish Pier for docking, loading, or unloading purposes, including claims arising from ordinary negligence.

This release does **not** apply to claims arising from gross negligence or willful misconduct.

3. Indemnification

I agree to indemnify, defend, and hold harmless the Town of Seabrook and the Yankee Fisherman's Cooperative, Inc. from and against any claims, damages, liabilities, or expenses (including reasonable attorney's fees) arising out of my use of the facility or my acts or omissions while accessing or using the Premises.

4. Insurance Requirement

I agree to maintain, at my sole expense, commercial general liability insurance covering my vessel operations and activities with limits of not less than:

- \$1,000,000 per occurrence

- \$2,000,000 aggregate

Such policy shall:

- Name the Town of Seabrook and Yankee Fisherman's Cooperative, Inc. as Additional Insureds
- Be issued by an insurer authorized to do business in New Hampshire
- Remain in effect during the period of placard validity

A current certificate of insurance must be provided to the Town prior to issuance or renewal of a placard.

5. Compliance With Rules

I agree to comply with all rules governing docking, time limits, safety procedures, and traffic flow established by the Town or the Yankee Fisherman's Cooperative.

6. Revocable Privilege

I understand that access to the facility is a revocable privilege, not a right, and may be suspended or revoked by the Town for violation of applicable rules or failure to maintain required insurance.

7. Certification

I certify that:

- I am a resident of Seabrook, New Hampshire.
- I qualify as a commercial fisherman under Town placard eligibility standards.
- I have read this agreement carefully and understand its contents.

I sign this voluntarily.

Name: _____

Address: _____

Vessel Name (if applicable): _____

Signature: _____

Date: _____