

HOST COMMUNITY GRANT AGREEMENT

THIS HOST COMMUNITY GRANT AGREEMENT (the "Agreement"), is dated as of _____, 2024, and is by and between the Town of Seabrook, a municipality with offices at Town Hall, 99 Lafayette Road, Seabrook, New Hampshire, 03874 (hereinafter referred to as the "Town"), and a joint venture between Wrapcity LLC, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts with a primary business address of 110 Broad Street, 602, Boston, MA, 02110, and GRA Real Estate Holdings, a limited liability company duly organized under the laws of the State of New Hampshire with a primary business address of 780 Lafayette Road, Seabrook, NH 03874 (both here in after referred to as "Wrapcity").

RECITALS

WHEREAS, Wrapcity is applying for a variance from the Town's Zoning Board of Appeals to erect a billboard with two digital advertising faces at 63 Foggs Lane (the "Billboard") and Wrapcity will submit an application to the Town for a building permit to erect same; and

WHEREAS, Wrapcity is required to obtain all applicable permits, licenses and governmental authorizations required to operate the Billboard from the New Hampshire Department of Transportation Bureau of Traffic; and

WHEREAS, the Billboard will be operated in accordance with New Hampshire Department of Transportation Outdoor Advertising Control Administrative Rules Tra 601 adopted November 21, 2011, which allow Billboards to be utilized in the State of New Hampshire; and

WHEREAS, the 1994 Town Meeting voted, pursuant to RSA 31:95-e, to authorize the Seabrook Board of Selectmen to apply for, accept, and expend, without further action by the Town Meeting, unanticipated money from private sources, as such funds become available during the fiscal year; and

WHEREAS, the 1994 Town Meeting voted, pursuant to RSA 31 :95-e, to authorize the Seabrook Board of Selectmen to accept on behalf of the town gifts of personal property which may be offered to the Town for public purposes; and

WHEREAS, in consideration of the ability to operate a Billboard in the Town, Wrapcity wishes to grant certain funds to the Town to be used to improve and enhance certain amenities in the Town in accordance with applicable laws, rules and regulations and other terms set forth herein (the "Grants"); and

WHEREAS, in accordance with RSA 31 :95-b, at a duly called meeting with a quorum present, the Board of Selectman of the Town, by authority granted by Town Meeting, will vote to approve the Grants and authorize the Town Manager to execute this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises made herein,

I. Initial Grant. Subject to Section 2 below, Wrapcity shall grant to the Town an annual amount for each year such Billboard is operational through the twenty fourth (24th) year of operation (each, an "Annual Grant"), as follows:

Fifty-Thousand and no/1 00 Dollars (\$50,000) per year for two billboard faces, subject to a twelve percent (12%) escalator every six (6) years commencing 90 days after the Billboard is operable and generating revenue through the twenty fourth (24th) year the Billboard is operable.

Each such Annual Grant shall be payable no later than February 1st of the applicable grant year commencing 90 days after the billboards become fully operational and start generating revenue and ending the 24th year the Billboard is in operation, and shall be used in accordance with RSA 31 ;95-b.

The Town and Wrapcity agree that Wrapcity shall have the option, in its sole discretion, to continue to operate the Billboard after the twenty fourth (24th) year of operation with no further grant money being paid to the Town.

The Town shall use its best efforts to provide Wrapcity such assistance as is necessary to secure any such permits, licenses and governmental authorizations as shall be required to operate the Billboard from the New Hampshire Department of Transportation Bureau of Traffic except to the extent such assistance constitutes a conflict of interest and/or violates any laws, rules, regulations, or ordinances, or requires any expenditure of funds by the Town. (Any and all permits, licenses and governmental authorizations required for the purpose of erecting, maintaining, operating, improving, supplementing, illuminating, repairing, repositioning and/or removing the Billboard shall be hereinafter referred to as, the "Permits").

It is expressly understood and agreed that the Grant is in consideration of Wrapcity's ability to operate the Billboard. Furthermore, the Grant is in consideration of Wrapcity's ability to operate any other Billboard in the Town in place of the Billboard in the event that Wrapcity is unable to operate the Billboard for any reason at any time during the Agreement, provided said other Billboard is in the same location of the Billboard or in a location deemed suitable by both the Town and Wrapcity. No additional grants shall be made by Wrapcity in consideration of its ability to operate the Billboard or any other Billboard operated by Wrapcity in place of the Billboard in the Town during the term of the Agreement.

2. Permits. All Permits shall be in the sole and exclusive name of Wrapcity (and its assignees or successors) and shall be (i) non-terminable subject to existing state and local laws, rules and regulations that provide for a termination date for any Permits (ii) for sign faces of 14' x 48', (iii) for a sign to be located within the Town of Seabrook, (iv) for electronic/digital signs, and (v) for a monopole or equivalent structure, as approved by all applicable State and local boards, departments, and officials.

3. Public Service Messages. Wrapcity shall provide space to the Town on each Billboard face for non-commercial Town public service messages, which messages may relate to non-profit organizations within the Town, not to exceed five (5) hours per face/month for a total of ten (10) hours per month on both faces in the aggregate ("Town Messages"). Any unused space shall be forfeited and shall not roll over. Wrapcity shall not be responsible for any third party allegation that any portion of any Town Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. Wrapcity shall have the opportunity to review all Town Messages, and all associated art and copy, submitted by the Town prior to its display on the Billboard and may request reasonable revisions to such Town Messages, and the associated art or copy, which requests shall be incorporated into the Town Messages or associated art or copy by the Town.

Wrapcity, in its reasonable discretion, may reject the Town Messages, and associated art or copy, submitted by the Town provided that Wrapcity provides the Town with notice of said rejection in writing within ten days of its decision to reject the Town Message, and associated art or copy, informing the Town in detail the reason for the rejection. Wrapcity, in its reasonable discretion, may require the Town Messages and associated art or copy to be removed at any time once posted, provided that Wrapcity provides the Town with a notice and demand to remove in writing, informing the Town of the reason for the demand, said notice to be provided ten days prior to the date on which the Town is to remove the Town Message or associated art or copy.

4. Alternative Billboard Location. In the event that Wrapcity is unable to obtain all state and local permits and approvals required by law to construct and operate the Billboard at 63 Foggs Lane and Wrapcity finds a suitable alternate location for an electronic billboard along I-95 which is in a location that is agreeable to the Town, subject to the Town's reasonable discretion, and Wrapcity does receive all necessary state and local approvals for construction, maintenance and operation, then the terms and conditions of this agreement shall apply to the billboard at the alternate location.

5. Successor and Assigns. This Agreement shall apply to Wrapcity and its successors and assigns. Wrapcity may assign or transfer its rights and obligations under this Agreement to an entity which acquires all or substantially all of the assets or stock of Wrapcity. Neither party may otherwise assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, said consent not to be unreasonably delayed or withheld.

6. Integral Character of this Agreement. Either party may elect to withdraw from this Agreement in the event that all necessary governmental authorizations required to give effect to the provisions of this Agreement cannot be procured. Notwithstanding anything to the contrary under this Agreement, Wrapcity shall not be obligated to undertake any action set forth in this Agreement unless and until the Town's obligations set forth herein have been Fully satisfied.

7. Compliance with Laws. Wrapcity shall comply with all Federal, State and local laws, rules, regulations and orders applicable to installation and operation of the Billboard contemplated herein, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

9. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

10. Force Majeure. Wrapcity shall not be deemed in default of this agreement for any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict labor strike, lockout, boycott or other similar events beyond the reasonable control of Wrapcity, provided that Wrapcity gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event results in the Billboard not being capable of operation for a period in excess of thirty (30) days in the aggregate, Wrapcity may immediately terminate this Agreement upon written notice or prorate the Annual Grant amount for the applicable year. Notwithstanding the foregoing, the Initial Grant shall not be subject to pro ration or refund unless the Town fails to act in good faith to the detriment of Wrapcity.

11. Counterparts. This Agreement may be signed in any number of counterparts, and each thereof shall be deemed to be an original, and all of such counterparts are one and the same agreement.

WITNESS our hands and seals this _____ day of _____, 2024.

WRAPCITY, LLC

TOWN OF SEABROOK

By 

By _____

Name Greg John

Name

Title Managing Member

Title