



**APPLICATION FOR LICENSE AGREEMENT
FOR MOBILE FOOD VENDOR CONCESSION**

CISCO BEACH, NANTUCKET, MA 02554

For the period from

May 27, 2023, through September 16, 2023

SECTION I. INTRODUCTION AND BACKGROUND

The Nantucket Islands Land Bank, a body politic and corporate and a public instrumentality created pursuant to Chapter 669 of the Acts of 1983, as amended, invites qualified applicants to submit proposals for a **Mobile Food Vendor Concession** at Cisco Beach, Nantucket, MA.

The Nantucket Islands Land Bank (“NILB”), acting by and through its Commissioners, may award up to three (3) mobile food vendor license(s) to the most advantageous proposers, taking into consideration specific requirements, to sell food through the use of one (1) mobile unit per proposer at Cisco Beach from May 27, 2023 through September 16, 2023.

Applications will be accepted at the Land Bank office, 22 Broad Street, Nantucket, MA 02554, or via email to scampese@nantuckelandbank.org up until **4 PM on April 7, 2023**, and publicly opened forthwith. The License shall be awarded to the three most qualified applicants at the meeting of the Nantucket Land Bank Commission on April 12, 2023.

SECTION II. KEY DATES FOR THIS PROPOSAL

Following are key dates, subject to change, for this Proposal.

Key dates

March 9, 2023	Application posted on NILB Website
March 9 & 16, 2023	Legal ad for application in local paper
March 31, 2023	Deadline for submitting questions to the NILB
April 7, 2023	Applications Due, 4:00 pm, NILB Office, 22 Broad Street Nantucket, MA 02554 or via email
April 11, 2023	Notification of Award
April 25, 2023	License Agreement Execution
May 27, 2023	Mobile Food Unit License from Town of Nantucket
May 27, 2023	Equipped, supplied, and ready for operation

SECTION III. PROPOSAL INSTRUCTIONS

A. GENERAL

1. Attention of all proposers is directed to all applicable sections of the General Laws as most recently amended which govern the award of this License.
2. NILB may reject all proposals submitted in response, or may procure only some goods and/or services outlined in herein whenever such action is determined to be fiscally advantageous to the NILB or if it is otherwise in the best interest of the NILB.
3. NILB may request that supplementary information be furnished to assure that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. The following forms and documents are required by the NILB and, where applicable, shall be **signed and submitted, as indicated in bold below**, with the proposal:

- a. **Certificate of Non-Collusion (Appendix A)**
- b. **State Taxes Certification Clause (Appendix B)**
- c. **Corporate Vote (Appendix C)**
- d. **Mobile Food License from Town of Nantucket (Appendix D)**
- e. **Application form (Appendix E)**
- f. **Draft License Agreement (Appendix F)**

All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.

5. Questions or clarifications shall be submitted to the NILB in writing and sent to Susan Campese, Administrator/Finance Manager, at scampese@nantucketlandbank.org. They must be submitted in accordance with section II “Key Dates for This Proposal”.
6. All proposals are to include a cover letter and a completed application form, which shall include a statement that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
7. All proposals shall be submitted to the Nantucket Islands Land Bank, 22 Broad Street, Nantucket, MA 02554, on or before the date and time stated in section II “Key dates for this Proposal”. Proposals may be submitted as specified in Section I. If submitted in person, each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Key dates for this Proposal”. If submitted in person, corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make the request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with the application process and requirements as outlined herein. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor’s Proposal to the NILB to provide said services and products will remain valid for 90 days past the submission deadline.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See **Non-Collusion Certificate attached (Appendix A)**.
12. All costs involved in preparing the Proposal shall be borne by the proposer; the NILB will not

be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

13. Proposals, which are incomplete, conditional, or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The NILB's decision or judgment on these matters shall be final, conclusive, and binding.
14. Any proposal received after the date and time stated in the "Key dates for this Proposal" will be deemed non-compliant with the deadlines stated herein and shall not be opened or considered unless those proposals received in a timely manner prove ineligible for NILB approval. Unopened proposals will be returned to the proposer upon the awarding of the Licenses to the chosen vendors.
15. The Proposals will be opened on the date and at the time stated in the "Key dates for this Proposal" at NILB Offices immediately after response due date. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request.
16. Any License Agreement resulting from this application process shall be awarded to the most advantageous proposer, taking into consideration various criteria including, but not limited to, technical merit, references, professional experience, and past performance. Interviews may be conducted to supplement the application process. The NILB alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements and whether or not the Proposal will prove advantageous to the NILB. The selected vendor will be under contractual agreement to the NILB per the attached contract document.
17. Submission of a proposal constitutes an acknowledgement that the vendor has accepted all sections and requirements of this document. The application will be included as part of the successful vendor's License Agreement. IF THE VENDOR'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS PROCESS, OR IF AN ITEM IS NOT UNDERSTOOD IN ANY WAY, A COPY OF THAT SECTION MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. SPECIFICATIONS AND CONDITIONS

1. The selected vendor shall obtain all necessary state and local permits and licenses. The selected vendor shall also meet all the requirements and conditions imposed by the Nantucket Select Board, Health Agent, and Board of Health, including, but not limited to, COVID-specific regulations, guidelines, and protocols; any relevant safety standards; insurance; as well as sanitary and food service requirements.
2. The selected vendor must locate their approved mobile food unit within the Cisco Beach parking lot and each vendor shall be limited to one parking space only. The NILB reserves the right to determine the location of the mobile food unit if the location selected by the vendor is viewed as inappropriate or problematic in any way.

3. Only three approved mobile food units will be permitted in the beach parking lot. Mobile food units and/or other equipment may not be left overnight on the property.
4. The selected vendor shall provide all required utilities, e.g., electricity and water, necessary for the food service operation, and shall provide a trash and recycling receptacle for the mobile vendor unit.
5. The selected vendor shall provide food service on all fair-weather days, including holidays and weekends, throughout the term of the permit, the period from May 27, 2023, through September 16, 2023.
6. The selected vendor shall abide by all NILB, Town and County of Nantucket, State and Federal regulations. The vendor shall not block designated handicap parking spaces.
7. The selected vendor shall not assign or sublease any portion of the licensed service.
8. The selected vendor shall carry concessionaire's liability/product liability insurance in the amount of \$1,000,000 and shall provide the NILB with a certificate of endorsement with the NILB listed as an additional insured for the beach season period of the permit. The selected vendor shall also carry Worker's Compensation Insurance in the amount of \$500,000 and shall provide the NILB evidence of such insurance coverage, unless the business owner operates the mobile vendor unit, and does not hire employees to do so.
9. The selected vendor shall make payment in full two weeks after the award of the proposals by certified check or money order.
10. The NILB shall have the right to revoke the concession permit for the Beach Food Vendor for reasonable cause, including, but not limited to: (a) failure to maintain a sanitary mobile vendor unit in conformity with all applicable state and local standards, (b) inappropriate, offensive, or criminal behavior by the vendor, or any employee or agent of the vendor, (c) misrepresentation of information provided in this application, (d) failure to service the public as required by Section #5 above, or (e) failure to maintain a respectable, family-oriented, food service operation in the best interest of the public and the NILB and Town of Nantucket.
11. The selected vendor shall adhere to all federal, state and local guidelines for the sale and preparation of food from a Mobile Food Vendor Unit, including but not limited to:
 - a. All packaged food must come from a licensed source, and must be packaged and labeled;
 - b. Employees and vendors must be able to wash hands with soap and hot water within the mobile unit or the use of a hand washing station approved by the Health Agent;
 - c. At the concession unit, foods must be adequately protected from the elements, insects, and the public. Good food-handling practices must be observed;
 - d. Only single-service items may be used;
 - e. Only single-service condiments shall be used;
 - f. Only single canned or bottled beverages will be allowed for sale; canned and bottled beverages may be stored in ice.
 - g. Vendors are responsible for trash and recycle disposal in their immediate area; trash and recycling bins shall be provided next to the MFU and shall be kept clean and emptied regularly.
 - h. The mobile vending unit must be sanitized kept clean at all times. A labeled spray bottle of sanitizing solution must be available for cleaning all food contact surfaces:
 - ☐ Chlorine sanitizer: 50-100 PPM (1/2 TBL non-scented household bleach per 1 gallon water for 100 ppm solution)

- Quaternary Ammonium sanitizer: 200 ppm (follow product instructions)
- i. All mobile food vendors must have a current and valid Mobile Food Unit License from the Select Board.
- j. **The vendor must supply the NILB with a listing of all food items to be sold and a price list.**

C. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within approximately 7 days of the date proposals are due to the NILB unless otherwise notified by the NILB. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

D. AGREEMENT OF CONTRACT

This application, as well as the selected vendor's proposal, and any addenda to that proposal will become part of the final contractual documents. The selected proposer shall enter into the contract within the time prescribed above and in the form appearing in **Appendix F** of this application. At the time of the signing of the contract, the concessioner/vendor shall submit the liability insurance and Worker's Compensation Insurance documentation as outline in section III.E and III.B.8.

E. INSURANCE REQUIREMENTS

Refer to section III.B.8.

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

NILB shall reject proposals which do not meet the following certain minimum requirements:

1. A current and valid Mobile Food Unit License from the Town of Nantucket Select Board or a sufficient demonstration that this License is in process and immediately forthcoming.
2. Minimum acceptable guaranteed license amount: \$300.
3. The proposal must be from an established company or individual with experience in managing a food service business. A description of the business and number of employees is required.
4. Pictures of the Mobile Food Unit and a complete description of the vehicle and equipment required to run the operation must be provided. Preference will be given to operations that generate less noise.
5. The proposer must provide a list of the names and titles of personnel who will be assigned to represent the business and who will be the principals and key personnel. Preference will be given to individually run, owner-operator businesses.
6. A proposed plan of operation.
7. The proposal must be received before the deadline stated in Section II ("Key dates for this Proposal") and must include or address all items specified in Section V – Proposal Submission Requirements).

8. The vendor must have signed all forms (listed in section III. A.4 and attached hereto) and include them in the proposal package.
9. The proposal must be signed by an agent of the company who has authority to bind the company to a firm proposal price.

B. TECHNICAL SCOPE OF SERVICES

The following is a summary of the services the NILB is requesting of the successful proposer.

Proposer will operate and maintain a high standard Mobile Food Unit Concession at Cisco Beach, Nantucket, MA.

It is expected that the startup of the successful proposer's operation will be on or about May 27, 2023, (estimated official day of opening) - hours of operation shall be consistent with section III. B. 5.

Manager on Duty – It is a strongly stated requirement that the Principal be onsite in a significant fashion during the peak time of operations to insure the proper management of the concession. Owner-operator, individually-run businesses will be viewed as highly advantageous.

Public Health and Safety - The proposer must submit detailed evidence that past operations managed and run by the prospective company or individual have complied with all health and safety regulations concerning the operation of mobile food unit activities. A full and accurate disclosure of any past issues concerning public health and/or safety in regard to the operation of the MFU is required.

Minimum Staffing - A main function of the concession service is to provide prompt service to the visitors of Cisco Beach and to provide adequate staffing. Please describe your staffing plan in your plan of operation.

C. FINANCIAL SCOPE OF SERVICES

The financial scope of services must include any information that would assist the evaluation committee in selecting the best-suited proposal. The minimum amount for this business opportunity is **\$300**.

D. ADDITIONAL NARRATIVE/COVER LETTER INFORMATION

1. Please summarize what you believe your Mobile Food Unit offers that is unique from other providers of concessionaire services.
2. Please provide at least three (3) references with contact phone numbers. These references should be able to accurately vouch for your ability to meet the scope of this proposal.
3. A commitment needs to be made that the proposer, if selected, can be operational on May 27, 2023.
4. Please list the anticipated amount of any support services and/or documents the NILB would be required to provide.

SECTION V. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Both electronic and/or in-person submissions should be received no later than **4pm Friday, April 7, 2023**. If submitted in person, submit one (1) sealed envelope containing one (1) original copy of the complete proposal marked "Mobile Beach Concession 2023". It is the sole responsibility of the proposer to ensure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

1. Narrative/Cover Letter including name of Proposer, address and telephone number and signed in ink by someone authorized to sign such documents.
2. Submit rules for employees.
3. Submit résumés for principal(s) and key personnel (if selected). If key personnel are not selected at the time of proposal submittal, provide staffing plan and qualification requirements.
4. Provide plan of operation, menus and pricing and any other pertinent information required for the evaluation committee to use in their review process and all other requested information stated herein.
5. Current and valid Select Board license, or sufficient evidence of ability to obtain. **If approved to vend at other locations besides Cisco Beach, please list.**
6. Past health and safety track record.
7. All forms (listed in section III. A.4 and attached hereto) signed and dated.

APPENDIX A

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

APPENDIX B

TAX CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

APPENDIX C

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

APPENDIX D

MOBILE FOOD LICENSE FROM TOWN OF NANTUCKET

IF YOU HAVE NOT YET RECEIVED YOUR 2023 MFU LICENSE FROM THE TOWN OF NANTUCKET BY THE SUBMISSION DATE, PLEASE PROVIDE INFORMATION INDICATING WHEN YOUR MFU LICENSE APPLICATION WILL BE PRESENTED TO THE SELECT BOARD AND DOCUMENTATION CONFIRMING THAT YOU HAVE BEGUN THE PROCESS WITH THE APPROPRIATE TOWN LICENSING AUTHORITY.

APPENDIX E

CONCESSION/FOOD PERMIT APPLICATION



APPLICATION FORM
Cisco Beach Mobile Food Vendor Concession

I. Contact Information:

Name (please print)		Date	
Address	# and Street, PO Box	City and State	Zip Code
Telephone	Daytime	Evening	E-mail address

II. BUSINESS INFORMATION:

Name & mailing address of business operation		
Number of years in operation	Business Phone	Business email
Have you previously been granted approval to conduct mobile food vendor concessions by the Land Bank, Town, or County of Nantucket? IF YES, see Section III.		

III. Prior Approvals (If applicable).

	GRANTING AUTHORITY	Time period of approval	Location(s) of approved activity
1			
2			
3			

IV. Description of Business:

PLEASE ATTACH PROPOSED PLAN OF OPERATION AND MENU OR LIST OF ALL FOOD ITEMS TO BE SOLD WITH A PRICE LIST

Description of Business:	
Years of experience in managing a food service business:	Number of Employees:
Names & Titles of Employees:	

V. Business/Personal References: (A minimum of three references are required. Please do not write "see resume.")

Name	Address	Phone	Relationship
Name	Address	Phone	Relationship
Name	Address	Phone	Relationship

believe your Mobile Food Unit offers that is unique from other providers of concessionaire services.

VI. Supplemental: Please list any other information you feel is relevant and describe how your Mobile Food Unit is unique:

VII. Signature:

CAREFULLY READ ALL PARTS OF THIS APPLICATION FORM BEFORE SIGNING.

- A. I understand that acceptance of this application by the Nantucket Land Bank does not imply that my proposal will be accepted.
- B. The information that I have provided is true and complete. I understand that misrepresentation or omission of any fact in my application, or in any other materials, or as provided during interviews, can be justification for refusal of my proposal or can be justification for termination of License, if granted.
- C. In processing my application, the Nantucket Land Bank may verify all the information provided by me. I hereby agree to release the Land Bank from any and all liability arising out of the verification process.
- D. I authorize the Land Bank to take whatever steps deemed necessary to obtain information regarding my qualifications for the operation of a mobile food vendor concession, including contacting my present and former employers, by contacting individuals listed as business or personal references, and by contacting other individuals to provide or further clarify information about me.
- E. I hereby release my present and former employers and all individuals contacted for factual information about me from any and all liability damages arising from furnishing the requested information.
- F. I understand that the Land Bank may request that supplementary information be furnished to assure that I have the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
- G. I understand that my License may be terminated with or without cause at any time.

My signature certifies that I have read and agree with the above statement and all statements contained in this Application.

Applicant Name (Please Print)

Applicant Signature

Date

APPENDIX F

DRAFT LICENSE AGREEMENT
SEE ATTACHED

LICENSE AGREEMENT

This Temporary License Agreement (this "License") is executed this ____th day of _____, 2023, by and between the **Nantucket Islands Land Bank**, a body politic and corporate, with a principal place of business at 22 Broad Street, Nantucket, Massachusetts, 02554 (the "Licensor"), and [_____] (the "Licensee").

Recitals

WHEREAS, the Licensor is the owner of record of property located at "CISCO BEACH" off of Hummock Pond Road, which property is shown on Assessors Map 82 as Parcel 30 and which was conveyed to Licensor by Quitclaim Deed recorded January 5, 2000, with the Nantucket Registry of Deeds at Book 646, Page 258 (the "Licensor's Property");

WHEREAS, the Licensee has requested the Licensor for entry upon a portion of the Licensor's Property for the purpose of mobile food unit concessions and

WHEREAS, the Licensor is amenable to granting the Licensee said entry and use, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. LICENSED PREMISES, PERMITTED USES, TERM

Subject to the provisions of this License, the Licensor hereby grants Licensee and its agents, representatives, employees, contractors, and other authorized parties (with Licensee, the "Licensee Parties") non-exclusive use of those portions of the Licensor's Property located at as further described in Exhibit A hereto (the "Licensed Premises") only for the purpose of mobile food unit concessions as further described in Exhibit B hereto (the "Permitted Use"). This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, including, but not limited to, an easement, lease, tenancy at will or other property right, but only the limited right of use as hereinabove stated.

The rights granted hereunder may be exercised from **May 27, 2023, through September 16, 2023, and for such longer time as the Licensor may require**, until the Licensor has terminated this License in accordance with the terms hereof.

2. CONSIDERATION

The consideration for this License shall be a **\$300 commercial use fee**, the receipt of which is hereby acknowledged, the payment by the Licensee of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Licensor.

3. CONDUCT

(a) During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Licensor or with the operations of any other Licensor's Property easement holder, and shall observe and obey any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

(b) The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. If required under state law, the Licensee shall pay prevailing wages to its employees for the work performed on the Licensor's Property.

(c) The Licensee shall be responsible for correcting any damage caused to the Licensor's Property, including the Licensed Premises, arising from the use of the Licensed Premises by the Licensee or any of the other Licensee Parties and/or the negligence of any of the Licensee Parties.

(d) The Licensee shall not make any major or structural alterations to the Licensed Premises without the prior written consent of the Licensor, such consent to be granted in the Licensor's sole discretion.

(e) The Licensee shall be solely responsible for obtaining any and all applicable permits, licenses, and approvals associated with the Permitted Use.

(f) The Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the Licensed Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the Licensee.

(g) The Licensor shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and material men furnishing labor and materials for the work shall release the Licensee from any liability.

(h) The Licensee expressly agrees that it shall promptly restore the Licensed Premises after any disturbance and repair any damage caused to the Licensed Premises, and/or any improvements thereon, caused by or arising directly or indirectly due to the acts or omissions of Licensee or any of the other Licensee Parties, at its sole cost and expense.

(i) The provisions of this Section 3 shall survive the expiration or termination of this License.

4. INSURANCE

The Licensee shall maintain during the period of this License general liability insurance in the minimum amounts determined by the Licensors in its sole discretion. Licensee shall choose an insurer licensed in Massachusetts having a B+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). The Licensors shall be named as an additional insured on all such insurance policies, and Licensee shall provide for a thirty (30) day written notification to the Licensors in the event of cancellation or modification of the policy or policies. Licensee shall provide the Licensors with certificates of insurance prior to entering the Licensed Premises and at such other times as the Licensors may reasonably request.

To the extent required by law, the Licensee or the Licensee Parties shall maintain worker's compensation insurance, from the commencement of the work until the completion thereof. The Licensee agrees that any Licensee Parties performing work on behalf of the Licensee at the Licensed Premises shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Licensors and shall name the Licensors as an additional insured party. Prior to the commencement of any work, the Licensee shall provide the Licensors with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

5. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Licensors from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Licensors or its agents, employees, successors and assigns under any existing or future arising statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder) arising out of or relating to: (1) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by the Licensee or any of the other Licensee Parties (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by the Licensee under this License, and (3) for the death, injury or property damage suffered by any person relating in any way to the Licensee's exercise of its rights under this License. The obligations of this Section 5 shall survive the expiration or termination of this License.

6. RISK OF LOSS

The Licensee acknowledges and agrees that it accepts the Licensors' Property, including Licensed Premises, in "AS IS" condition for the purpose of this License, and that the Licensors has made no representation or warranty regarding the fitness of the Licensors' Property, including the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed

Premises at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the Licensed Premises pursuant to this License. The provisions of this Section 6 shall survive the expiration or termination of this License.

7. TERMINATION, REVOCATION

This License shall be revocable by the Licensors with or without cause upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice, provided, however, that if there has been a material breach of the terms of this License by Licensee or the other Licensee Parties, the Licensors may revoke this License if Licensee fails to cure the same within thirty (30) days from written notice thereof, or, for a material breach that threatens public safety, within ten (10) days from said written notice.

In the event that this License expires or is terminated, the Licensee shall, at its own expense, remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. Any damage or destruction of the Licensed Premises by the Licensee or the other Licensee Parties shall be promptly repaired or replaced by the Licensee to the satisfaction of the Licensors, at Licensee's own expense. The obligations of this Section 7 shall survive the termination of this License.

8. MISCELLANEOUS

(a) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(b) Any notice between the parties shall be deemed duly served if delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth in the preamble.

(c) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(d) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(e) Licensee is not authorized to bind or involve the Licensors in any contract or to incur any liability for or on the part of the Licensors.

(f) The Licensors reserves the right and Licensees shall permit the Licensors and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensors's sole discretion, provided that Licensors's use shall not interfere unreasonably with Licensee's Permitted Uses.

(g) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(h) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(i) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby, shall survive the expiration or termination of this License.

(j) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and effective as of the date first above written.

LICENSOR

Nantucket Islands Land Bank,
By its Authorized Representative

Jesse A. Bell, Executive Director

Date: _____

LICENSEE

by its Authorized Representative

Name: _____

Title: _____

Date: _____

DRAFT

Exhibit A

Description of Licensed Premises

SEE ATTACHMENTS

- GIS MAP
- Deed Book 646 Page 258

DRAFT



Property Information

Property ID 82 30
Location SMOOTH HUMMOCKS
Owner NANTUCKET ISLANDS LAND BANK



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/14/2022
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

DEED

NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts corporation with an office at 118 Cliff Road, Nantucket, Massachusetts, for consideration paid in the amount of \$1,725,000.00, grants to NANTUCKET ISLANDS LAND BANK, a body public and corporate, of 22 Broad Street, Nantucket, Massachusetts 02554 with QUITCLAIM COVENANTS,

Those certain parcels of land located in Nantucket called Cisco, Nantucket County, Massachusetts, bounded and described as follows:

PARCEL ONE

That certain parcel of land in Nantucket, Nantucket County, Massachusetts, situated off Hummock Pond Road, consisting of the land set off to George Easton et al. by commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds, in Smooth Hummocks, Share 14 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows, according to said Plan:

WESTERLY	by a Proprietors Road, ninety-six and 60/100 rods [1,593.90 feet];
NORTHERLY	by the remaining portion of Share 14, fifty-one rods [841.50 feet];
EASTERLY	by Share 13, ninety-six and 60/100 rods [1,593.90 feet]; and
SOUTHERLY	by land not specified on said plan, fifty-one rods [841.50 feet]

Said land contains 4,700.21 rods [1,279,632.17 square feet], according to said plan.

There is excluded from said land the following:

(a) Any portion thereof lying within and to the northwest of Hummock Pond Road, as laid out by the County of Nantucket in 1953.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean

PARCEL TWO

The land in Nantucket, Nantucket County, Massachusetts situated off Hummock Pond Road, consisting of the land set off to George Easton et al by Commissioners appointed by the Superior Court on October 2, 1874, as shown upon plan filed with Nantucket Registry of Deeds in Smooth Hummocks Share 13 (Proprietors Plan Book 1, Page 97). Said land is bounded and described as follows:

WESTERLY by Share 14, one hundred forty-three and 94/100 rods [2,375.01 feet];
 NORTHERLY by the remaining portion of Share 13, forty-four rods [726.00 feet];
 EASTERLY by a Proprietors Road, one hundred forty-three and 94/100 rods [2,375.01 feet]; and
 SOUTHERLY by land not specified on said plan, forty-four rods [726.00 feet].

Said land contains 6,189.78 rods [1,685,167.60 square feet], according to said plan.

There is excluded from said land the following:

(a) The portion of said land conveyed by Joseph A. Veazie to Trueman B. Towne by deed dated January 1, 1875, recorded with Nantucket Registry of Deeds in Book 63, Page 371.

(b) Any portion thereof which now lies below mean low water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to any and all rights of the public in the portion thereof lying below mean high water mark in the Atlantic Ocean.

Said Parcels One and Two are conveyed subject to the following restrictions, which restrictions are for the benefit of and appurtenant to other land of the grantor, including: [NCF parcels 19 (Map 83 Parcel 31), 28 (Map 82 Parcel 28) and 108 (Map 82 Parcel 63)] (together, the "Benefited Land") and in gross, which restrictions shall be and remain in effect for so long a period as permitted under the laws of Massachusetts from time to time in force, including extensions thereof if duly claimed in accordance with and under such laws.

These Restrictions shall be as follows:

(a) There shall be no further division or subdivision of the Restricted Land.

(b) The Restricted Land shall be used solely for public recreation, including walking, horseback riding, biking and maintaining said land predominantly in its open and natural condition. Hunting may also be permitted upon the Restricted Land, in the discretion of the grantee.

(c) No commercial use shall be permitted upon the Restricted Land.

It is intended that the portion of the Restricted Land shown on the plan attached hereto as Exhibit A as "Passive" (hereinafter the "Passive Area") be maintained predominantly in its open and natural condition and is subject to the further restrictions as follows:

(1) No structure as defined by the Nantucket Zoning By-law, Section 139-2, as of the date hereof, shall be constructed or be permitted to remain.

(2) Except for the existing dirt road way no more than ten feet wide running approximately west to east, no roads, trails or parking areas shall be allowed or permitted to remain, except the relocation of a said 10 feet wide road, as may be necessary due to the erosion of the coastal dune.

(3) No above or below ground utility lines of any type, septic systems, and/or well systems shall be allowed to be installed or permitted to remain, excepting those utilities, septic or well systems which service the Grantee's use of the active Parcel as included above.

Grantor intends to convey hereby all its right, title and interest in and to the property described in the deeds to Grantor recorded in Nantucket Registry of Deeds in Book 133, Pages 340 and 341. The premises hereby conveyed is approximately shown on Nantucket Assessor's Map 82 as Parcel 30 and Map 83 as the parcel lying immediately westerly of Map 82 Parcel 30 and erroneously described on Map 83 as Parcel 22.

Grantor certifies that this deed conveys less than all or substantially all of the assets of Grantor.

Executed and sealed on December 30th, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

George A. Fowlkes
Name Chairman Title
George A. Fowlkes

Jeanne W. Riggs
Name Asst. Treasurer Title
Jeanne W. Riggs

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

DECEMBER 30th, 1999

Then personally appeared the above-named GEORGE A. FOWLKES as CHAIRMAN of Nantucket Conservation Foundation, Inc., and acknowledged the foregoing instrument to be the free act and deed of Nantucket Conservation Foundation, Inc. before me,

Printed name:

My commission expires:

JAMES F. LENTOWSKI

Notary Public

My Commission Expires January 31, 2003

Notary Public

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NANTUCKET LAND BANK
CERTIFICATE

☐ Paid \$ _____

☒ Exempt A

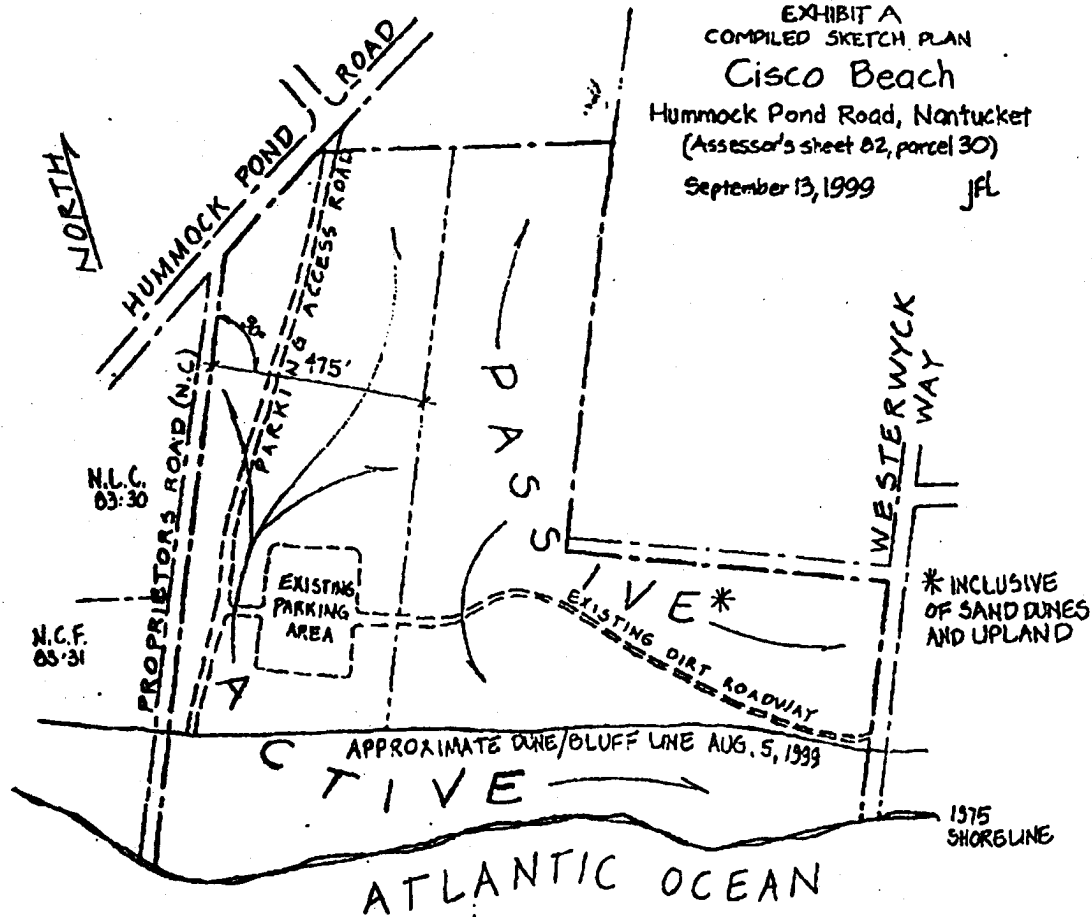
☐ Non-applicable

No. 19200 Date 1/5/00

Authorized E. Kuntz

EXHIBIT "A"

September 13, 1999 JFL



**CERTIFICATE OF
VOTE AND INCUMBENCY**

I, ALBERT G. BROCK as Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., do hereby certify that:

1. I am the duly elected and qualified Clerk of NANTUCKET CONSERVATION FOUNDATION, INC., a Massachusetts non-profit corporation (the "Corporation"), and in said capacity, have access to, and authority to certify, the records of proceedings of the Board of Directors of the Corporation.

2. At a meeting of the Board of Trustees duly called and held on October 8, 1999 at which a quorum of Trustees were present and voting, the following resolution was unanimously adopted:

VOTED: That any two of the Officers or Trustees of the Corporation be, and each hereby is, authorized and empowered by and on behalf of the Corporation, to execute quitclaim deeds to Nantucket Islands Land Bank, and all other necessary documentation related to the purchase of land situated in Nantucket, Nantucket County, Massachusetts, that certain parcel now known and numbered as Parcel 1 - Hummock Pond Road shown on Assessors Map 83 as Parcel 30 (and misidentified on Map 82 as Parcel 22), and that certain parcel of land situated in Nantucket, Nantucket County, Massachusetts, now known and numbered as 81 Miacomet Avenue, by Nantucket Islands Land Bank.

The foregoing resolution has never been modified, revoked, amended or rescinded and is still in full force and effect.

In further certify that GEORGE A. FOULKES is now the duly-elected and qualified CHAIRMAN, and JEANNE W. RICE is the duly-elected and qualified ASSISTANT TREASURER of the Corporation.

In witness whereof, I have set my hand this 30th day of DECEMBER, 1999.

NANTUCKET CONSERVATION
FOUNDATION, INC.

By:

Albert G. Brock
Albert G. Brock, Clerk

Nantucket County Received & Entered
Date: JAN 05 2000 Time: 1:08 PM
Attest: Jeanne T. Kelley Registrar of Deeds

End of
Instrument

Exhibit B

Description of Permitted Use/Project

MOBILE FOOD VENDING AT CISCO BEACH **for the 2023 summer season, subject to the following conditions:**

1. Hours of operation shall be limited to a minimum of four (4) and not to exceed six (6) hours per day, inclusive of set-up and take-down. The intent of this condition is to ensure that all vending units remain mobile.
2. While it is understood that vending services are weather dependent, preference shall be given to vendors who propose to operate up to seven (7) days per week, no less than five (5) days per week, with particular emphasis on consistent weekend operations when such mobile food unit services would be in high demand.
3. Parking of the unit is available on a first-come, first-served basis only. Furthermore, this is a busy parking area in the summer, so in order to minimize disruption we ask that you park efficiently and choose a location in the lot that does not interrupt the traffic flow or otherwise block sight lines.
4. A trash receptacle must be kept near the vending unit. Areas must be kept clean and free of trash while present. Further, all trash generated by an operation should be removed from the premises, to the maximum extent practicable.
5. Use of biodegradable containers, straws and packaging is strongly encouraged.
6. Full compliance with applicable state and local regulations including restrictions imposed by the Governor, state Department of Public Health and local Board of Health to the extent applicable relative to COVID-19 safety measures, including but not limited to customer lines and sanitation.
7. The Land Bank's approval is contingent upon all other applicable Town permits having been obtained, as well as compliance with the Town of Nantucket By-Law.
8. The Land Bank reserves the right to impose additional conditions as necessary throughout the season based on issues which may arise.
9. Approval shall be valid for the 2023 summer season only and is revocable at will at any time, should issues arise.