

**Department of Military Affairs and  
Veterans Services (DMAVS)**

**Readiness  
Center  
Usage –  
Non-Military  
Use of State  
Military  
Readiness  
Centers**

**Department of Military Affairs and  
Veterans Services  
Concord, NH  
11 October 2019**

**UNCLASSIFIED**

# ***SUMMARY of CHANGE***

DMAVS Rental Regulation SOP

Real Estate

Readiness Center Usage – Non-Military Use of State Military Readiness Centers

Administrative Revision

Specifically, this revision dated 11 October 2019

- Supersedes NHARNG Regulation 405, dated 1 September 2013
- Renames NHARNG Regulation 405 to DMAVS Rental Regulation SOP
- Revised Signature Authority
- Adjusted Oversight Board members to include one member from the CFMO
- Removed language throughout stating New Hampshire Army National Guard
- Added language throughout stating New Hampshire National Guard
- Changed name throughout from Adjutant General's Department to Department of Military Affairs and Veterans Services

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
Concord, New Hampshire  
11 October 2019

**Real Estate**  
**Readiness Center Usage – Non-military Use of State Military Readiness Centers**

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BY ORDER OF THE  
GOVERNOR:

**Summary:** This revises specific facility availability, clarifies non-profit and individual customer definitions.

**Authority:** New Hampshire Revised Statutes Annotated (RSA) Chapter 110-B:28, B:29 and B:61.

**Applicability:** This regulation applies to the NHARNG and all users of NHNG Readiness Centers.

**Distribution:** All New Hampshire Army National Guard units and activities.

  
David J. Mikolaities  
Major General, NHNG  
The Adjutant General  
Commissioner, NH-DMAVS

OFFICIAL:

  
Warren M. Perry  
Deputy Adjutant General  
NH-DMAVS

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\*This supercedes NHARNG Regulation 405, dated 1 September 2013.

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# **Chapter 1**

## **Introduction**

### **1-1. Purpose**

This regulation establishes and provides guidance, policy and procedures for non-military use of state owned Army National Guard Readiness Centers. This regulation covers military unit sponsored events, (to include NHARNG Family Support functions), and non-military events by non-profit organizations; individual and commercial customers. The NHNG Training Site, Edward Cross Training Complex, AASF, Rochester Raymond Bisson, Rochester FMS, Hooksett FMS, the NH State Veterans Cemetery, and Pease Air National Guard Base are not governed by this regulation. This regulation has several Annexes. As requirements change, an Annex may be deleted, added or changed.

### **1-2. General Statement of Use**

The primary use of state Readiness Centers is for military training of the National Guard and for storage of military property. Limited non-military use of state Readiness Centers is also authorized, so long as it does not interfere with military use. The Army National Guard Readiness Centers are public property and under the general charge and control of the Adjutant General. The Adjutant General, or his/her designated representative, will make final decisions concerning the non-military use of state Readiness Centers. This is a departmental regulation and subject to the exemption in RSA 110-B:8-a.

### **1-3. Oversight Board**

The Adjutant General may appoint a five-member review board. If appointed, the board will meet semi-annually to address changes to this regulation, and review issues of concern. At a minimum, the board will be composed of one member from the Department of Military Affairs and Veterans Services, one member selected by the Chief of Staff for the Army National Guard, one member from the 197<sup>th</sup> Field Artillery Brigade, one member from the 54<sup>th</sup> Troop Command, and one member from the CFMO.

### **1-4. Changes to Regulation**

The State Business Office Administrator may make changes to any Annex, at any time as the need prevails.

### **1-5. Contractual Authority and Conflict of Interest**

a. Only the State Business Office Administrator or his/her designee may enter into a contractual agreement with a commercial customer. Members of the New Hampshire National Guard and other employees of the Department of Military Affairs and Veterans Services do not have the authority to enter into a contractual agreement with a commercial customer.

b. A commercial customer, subject to the requirements of this regulation, may request assistance from employees of the Department of Military Affairs and Veterans Services.

## Chapter 2 Definitions

**Armory (synonymous with Readiness Center)** means dual State/Federally supported military facilities that are designated as Readiness Centers on the Army National Guard Facilities Inventory and Stationing Plan (FISP) published by the Chief National Guard Bureau, Washington, DC.

**Cancel** means the disapproval of an event or use after approval has been granted for same.

**Calendar Day** means the period of time between 12:00 a.m. on a specific day and 11:59 p.m. of that same day. Rental fees will be based on the number of calendar days requested/required to include those days required for preparation and breakdown, removal of trash, and cleanup.

**Customer** means any individual, group, or entity who has applied for non-military use of a Readiness Center. For purposes of this regulation, customers are broken down into three categories:

**Commercial Customers** those requesting use of the Readiness Center for a business purpose including but not limited to advertisement, entertainment, and sales.

**Non-Profit Customers** are those Charitable, Veterans, and other associations meeting the state or federal requirements for a private non-profit organization. Non-profit groups engaging in commercial activities as described in (Chapter 3-10 may be charged a full or prorated rental fee.

**Individual Customers** are those individuals requesting use of the Readiness Center facilities whom do not fall under the definition of Commercial or Non-Profit Customers.

**Department** means the Department of Military Affairs and Veterans Services.

**Deposit** means a portion or all of a rental fee and/or service fee that must be paid at the time an application is submitted for the rental of a Readiness Center. (See Chapter 4-3 (b) for calculation of deposit amount).

**Governmental Unit** see Political Subdivision (below).

**Maintenance Checklist** is a checklist to establish the condition of a Readiness Center before and after a non-military event. (Annex C).

**Non-Military Use** means any use of a Readiness Center for other than its primary military purpose.

**Occasional Use** means non-military use of a Readiness Center for a period not to exceed 14 consecutive calendar days in one calendar year. This regulation governs only occasional use.

**Officer-in-Charge** (OIC) means a NHARNG officer appointed by the Adjutant General to be directly in charge of a Readiness Center.

**Outside Areas** are those areas within the fenced Readiness Center property as well as those areas outside of the fenced property that are under the ownership and control of the Department of Military Affairs and Veterans Services.

**Political Subdivision** are those smaller Governmental Units within the state to include counties, cities, towns, villages and special districts (school districts, water districts and airport districts). Political Subdivisions fall under the category of either commercial customer or individual customer for purpose of this regulation.

**Primary Use** means:

- a. Operation, training and administration of the New Hampshire Army National Guard;
- b. Storage of federal military equipment;
- c. Storage of state-owned equipment;
- d. Conducting official state business.

**Readiness Center (synonymous with Armory)** means dual State/Federally supported military facilities that are designated as Readiness Centers on the Army National Guard Facilities Inventory and Stationing Plan (FISP) published by the Chief National Guard Bureau, Washington, DC.

**Refundable Service Fee** may be required for unit sponsored and non-profit events. A refundable fee will be returned after the deduction of costs incurred for cleaning the facility to the facility checklist standards.

(Example: \$100 or one-half days rent, whichever is greater.)

**Rental Fee** means a fee charged for the rental for the non-military use of a Readiness Center, pursuant to the schedule of fees specified in this regulation. Rental Fees do not include Service Fees.

**Representative/Agent** is the representative, liaison, or agent of a customer applying for use of a Readiness Center, who is authorized to enter into contracts, authenticate legal or official documents, and make legal or official commitments for the customer.

**Service Fee** is a fee imposed based on the costs of maintaining the Readiness Center for a particular scheduled event. Service rate fee structure is reviewed periodically to ensure fees charged are representative of actual costs.

**Unit Sponsored Event** means use of a Readiness Center by a NH National Guard military unit where at least half of the participants are military members or retirees; or the event is for the purpose of promoting and/or advancing the mission of the NH National Guard.

**User** means any person, activity, established or incorporated group, or any duly and lawfully constituted organization or corporation.

## **Chapter 3**

### **General Provisions for Non-Military Use**

#### **3-1. Authority Over Readiness Centers**

In accordance with RSA 110-B: 28, the Adjutant General is responsible for the operation, maintenance, safety, and security of all Readiness Centers. The Adjutant General shall:

- a. Through his designated representative, the State Business Office Administrator, be responsible for final approval or disapproval of applications for non-military use of the Readiness Centers; and
- b. Retain ultimate authority over the Readiness Centers at all times, including during periods of non-military use.

#### **3-2. Scope of Non-Military Use**

Non-military use of state Readiness Centers shall only be granted for occasional use and be consistent with state and federal law.

#### **3-3. Prohibited Activities**

Readiness Centers shall not be used for any purpose that violates state or federal law including but not limited to:

- a. Distribution or presentation of materials, displays, expositions, or performances which are “obscene or crime inciting”, as set out in 18 United States Code, Sections 1461-1465.
- b. Civilians, visitors, and guests are prohibited from carrying any weapons, knives, firearms, ammunition, explosives, and pyrotechnics into or on Readiness Center property.
- c. Readiness Centers will not be used for the endorsement of any political candidate or party member.
- d. No political activities such as campaign speeches, rallies, meetings, etc. will take place on Readiness Center property or grounds.
- e. At no time will political banners, posters, literature, bumper stickers, decals, etc. be displayed or distributed on Readiness Center property.
- f. No political solicitation will take place at any time on Readiness Center property or grounds.
- g. The use of the Readiness Center kitchens and/or kitchen utensils, equipment, appliances is prohibited.

#### **3-4. Modifications to Physical Configurations and Services**

Any and all of the Readiness Center property alterations, or additions to the existing physical configurations and services at Readiness Centers shall be temporary and will only be allowed, under the following circumstances:

- a. All modifications, additions or deletions are included on the rental application and approved by the OIC prior to beginning modifications; and
- b. The customer arranges and pays the vendors directly for all alterations, additions and deletions; and
- c. The customer ensures that the physical configurations and services are restored to their original state immediately upon termination of tenancy.
- d. The configurations and services to which this paragraph applies include, but are not limited to, the following:

- (1) Electrical wiring, outlets, and additional power,
- (2) Rubbish removal,
- (3) Snowplowing and other winter services,
- (4) Carpentry, plumbing and masonry

e. Customers must make separate arrangements for all telephones, telephone lines, telephone service and data lines for the event.

f. Customers are not permitted to drop off any equipment (trailers, campers, boats, staging, etc.) at the Readiness Center earlier than twenty-four (24) hours prior to their scheduled rental event.

### **3-5. Readiness Center Furnishings**

Readiness Center furnishings such as tables and chairs shall be used for non-military events only when authorized by the OIC.

### **3-6. Use of Readiness Center Telephones**

Use of Readiness Center telephones during non-military events shall be limited to emergency use only.

### **3-7. Concessions**

All concessions in connection with the non-military use of a Readiness Center shall be operated by the military units stationed in each Readiness Center, unless mutually agreed upon by the military unit and the customer.

### **3-8. Non-Military use by Military Units**

Military units approved for non-military use of the Readiness Center under the provisions of this Regulation:

- a. Shall not be subject to a rental fee;
- b. Shall be subject to a refundable service fee as set out in Chapter 2;
- c. Shall not sponsor commercial groups or activities;
- d. Shall not include any type of enterprise/commerce or profit-making activities of any type.

### **3-9. Veteran Service Organizations (VSOs)**

Veteran Service Organizations (VSO) who apply and are approved for non-military use under the provisions of this Regulation:

- a. Shall not be subject to a rental fee;
- b. Shall be subject to a refundable service fee as set out in Chapter 2;
- c. Shall not sponsor commercial groups or activities;
- d. Shall not include any type of enterprise/commerce or profit-making activities of any type.

### **3-10. Non-Profit Customers**

Non-Profit Customers who apply and are approved for non-military use under the provisions of this Regulation:

- a. Shall be subject to a refundable service fee as set out in Chapter 2.
- b. Shall document their legal and official status by including with the Application Request for use of the facility one or more of the following:

(1) A certificate of corporate good standing, produced by the state in which the customer is incorporated; or

- (2) A certificate of the customer's federal tax-exempt status; or
  - (3) A certificate of their status as a charitable trust, or non-corporate entity, produced by the state in which the customer is registered; or
  - (4) A certificate of the customer's authority to operate as a part of an organization possessing a national charter.
- c. Shall not sponsor commercial groups or activities.
  - d. Non-Profit customers may use Readiness Centers for the purpose of conducting charitable events on a rent-free basis, provided such events do not involve the raising of funds. If the purpose of the event is to raise funds, then the group will be charged rental fees as if they were a commercial customer. The following shall be adequate to establish that the event involves the raising of funds:
    - (1) The sale of entrance tickets, raffle tickets, goods and/or services, food; or
    - (2) The charging of registration fees, either at or related to such an event.
  - e. Events conducted for the purpose of, or in conjunction with, the advertisement of products or services for sale or profit shall also be subject to a rental fee.
  - f. Charitable groups engaging in events for profit must meet the same requirements as commercial customers in Chapter 3, Paragraph 3-11 and must pay fees and service charges as delineated therein.

### **3-11 Commercial Customers**

Commercial customers applying for use of a Readiness Center shall be subject to the following:

- a. Provide evidence of legitimacy to include one of the following:
  - (1) Submit a current Certificate of Corporate Good Standing, from the State of Incorporation;
  - (2) Pay all applicable fees as determined by the Department of Military Affairs and Veterans Services such as: Deposits and Service Fees.
- b. Cancellation or change in date(s), for military requirements.
- c. Must submit proof of insurance coverage for the event in accordance with Chapter 5, paragraph 5-2(a).

### **3-12. Individual Customers**

Individual customers applying for the use of a Readiness Center may be subject to all or some of the same provisions as Non-Profit Customers (section 3-10) and/or some of the same provisions as Commercial Customers (section 3-11) at the discretion of the State Business Office Administrator.

## **Chapter 4**

### **Rentals and Fees**

#### **4-1. Rental periods**

Rental periods shall be based on total calendar days including setup and removal.

#### **4-2. Rental of outside areas**

Outside areas shall include Readiness Center parking areas, enclosed security areas, and open space, such as lawns, gardens, walkways and driveways.

- a. Outside areas, including Readiness Center parking lots, enclosed security areas, and open spaces are not permitted for rental use.
- b. No rental fees shall be charged to customers for Readiness Center parking space when such area is used for parking purposes associated with rental events.
- c. Parking is not allowed on lawn areas or open spaces of the facility.
- d. Areas, which are enclosed by security fencing, are not permitted for rental use.
- e. Customers are not permitted to drop off any equipment (trailers, campers, boats, staging, etc.) earlier than twenty-four (24) hours prior to their scheduled rental event. This must be coordinated with the State Business Office.

**4-3. Rental Fees**

The Department of Military Affairs and Veterans Services reserves the right to collect fees using the following: company check, bank or postal money order made payable to the: **Treasurer, State of New Hampshire and submitted directly to the Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, NH 03301.** The Department of Military Affairs and Veterans Services reserves the right to require guaranteed funds.

- a. All rental fees shall be paid in full at least thirty (30) days prior to the scheduled event.
- b. Upon application for the use of a Readiness Center, commercial customers shall remit to the Department of Military Affairs and Veterans Services, Business Office an advance deposit of \$100/day.
- c. Deposits must accompany applications for non-military use, and shall only be accepted not earlier than one year (365 days) prior to the event. (See Chapter 6)
- d. Deposits shall be credited by the Department of Military Affairs and Veterans Services against the total rental fee.
- e. All deposits and fees shall be non-refundable unless the event or activity for which the fee was paid is disapproved or cancelled by the Adjutant General.
- f. See Annex D for current rate extract.

**4-4. Service Fees**

Non-refundable service fees shall be charged on an hourly rate for actual hours involved in the set-up, the event itself and the break-down/cleanup of each event. Service fees shall be paid by the customer via company check, bank or postal money orders, made payable to the: **Treasurer, State of New Hampshire and submitted directly to the Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, NH 03301.**

The Department of Military Affairs and Veterans Services reserves the right to require guaranteed funds. Service fee rates are reviewed annually and are as follows:

- a. Service fee applies to all Readiness Center rentals regardless of the space used;
- b. Service fees shall be paid in full, thirty (30) days prior to the use of the facility;
- c. Service fees shall be charged on an hourly rate for actual hours involved in the set-up, the event itself, and the break-down/cleanup of each event. Non-refundable service fees are calculated at \$50.00 per hour;
- d. Service fees may be charged and/or adjusted after a rental is completed if set-up and/or cleanup involved is more than initially requested on the rental application.

## **Chapter 5**

### **Use Requirements**

#### **5-1. Legal and Licensing Requirements**

All customers shall comply with all laws, rules, regulations and local ordinances such as, but not limited to:

- a. Fire Safety requirements.
- b. Law enforcement and police protection.
- c. Liquor license for the sale and consumption of alcoholic beverages.
- d. Vendor licensing.
- e. Health certificates for the sale of food items.
- f. Inspection of and approval for amusement rides.
- g. The size and placement of advertising signs.
- h. Smoking in public places.
- i. Maximum occupancy capacity as posted.

#### **5-2. Insurance Requirements**

All customers shall comply with all rules and regulations such as, but not limited to:

- a. Must submit proof of insurance coverage (binder) for the event with the Department of Military Affairs and Veterans Services as beneficiaries or "additional insured"

Proof of coverage must meet the following requirements:

- (1) Liability limits of not less than \$250,000 per claimant and \$2,000,000 per accident.
  - (2) Purchased with a carrier qualified and licensed by the New Hampshire Department of Insurance.
  - (3) The policy shall include the name of the event. Occurrence-type policies rather than "claims-made-type" policies shall name the Department of Military Affairs and Veterans Services as "additional insured" and are to be mailed to: Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, NH 03301.
  - (4) Provisions for Workers Compensation coverage.
- b. "Hold Harmless Agreements" may be utilized for Unit Sponsored events involving minors, provided a signed agreement is submitted for each participant no less than 30 days in advance of the event. If completed agreements are not provided within thirty (30) days, the Unit will provide a Certificate of Insurance for the event.

#### **5-3. Departmental Requirements**

The Department may, if it deems necessary, assign state employees to remain on site to oversee Readiness Center non-military use at an additional cost to the customer. In addition:

- a. Special requirements, relating to security, may be imposed by the Department at any time. They may include, but are not limited to additional parking restrictions and security requirements.
- b. Rubbish removal and disposal is the responsibility of all customers. If at the end of the event, rubbish was not removed, customers may be billed for the extra cost of disposal of rubbish.

c. The Adjutant General may cancel any rental use of a Readiness Center when required for military purpose and/or use. Customers shall promptly comply with demands of the Readiness Center OIC, or his/her designated representative. Demands for prompt compliance shall be issued for reasons which include, but not limited to the following:

- (1) Need for military use by the Adjutant General.
- (2) Protection and/or safety of customers and the general public.

## **Chapter 6**

### **Application Procedure and Approval/Disapproval**

#### **6-1. Military Unit and Family Support Functions**

NHNG Military units, (to include Family Support functions), shall submit an application to use a Readiness Center for any non-military purposes and/or where the general public will be attending. After the application is completed, the OIC shall forward the application and checklist through Battalion Headquarters (or the first "05" in the Command chain) to the State Business Administration Office for final administrative review and approval. Inconsistencies will be brought to the attention of the Chief of Staff for resolution between him and the appropriate Commander(s).

- a. The application shall arrive no later than thirty (30) days prior to the intended use.
- b. When the sale and/or service of alcoholic beverages is anticipated, NHNG military units are required to comply with both New Hampshire statutory requirements and New Hampshire Liquor Commission regulations, including, not limited to license/permits and insurance. Written approval by Battalion Commander must accompany applications that anticipate the sale and/or service of alcoholic beverages.
- c. The OIC shall provide a written recommendation for approval or disapproval at the Battalion Headquarters. A copy will be forwarded to the State Business Office Administrator. (NHAG-BA)
- d. A minimum service deposit of \$100.00 or amount to be determined by the State Business Office Administrator will be charged if Maintenance Checklist conditions are not met. (See Annex C)
- e. An insurance certificate may be required at the discretion of the State Business Office Administrator.

#### **6-2. Application Processing**

Only complete rental applications will be approved by the State Business Administrator. A completed application must contain all of the following:

- a. A completed Application Request (Annex A initialed by both OIC and Customer);
- b. Evidence that the customer has received a copy of The Adjutant General's Readiness Center DMAVS Rental Regulation SOP, and reviewed these regulation with the OIC;
- c. Submission of the necessary deposit to the Department of Military Affairs and Veterans Services;
- d. Submission of a schematic and layout plan (floor plan).

### **6-3. Readiness Center reservation procedure**

Finalization of military training schedules prevents the approval of Readiness Center reservations more than one (1) year in advance.

a. Complete applications for a particular date will be accepted in the business week one (1) year before the requested date.

b. When the requested date falls solely on a Saturday and/or Sunday, a completed application should be submitted one year in advance, during the week before the weekend requested.

c. The business week is Monday through Friday.

d. Complete applications should be submitted to the Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, NH 03301.

e. Incomplete applications will not be considered or accepted and will be returned to the applicant for completion.

f. In the event a date or set of dates are requested by more than one entity, and the applications are submitted during the same week, a drawing will determine which application will receive final approval. The drawing will take place in the State Business Office during the business week following receipt of the applications. The applicants or their agents will be notified by telephone and informed of the date and time of the drawing.

g. Drawing Procedures. The drawing will be performed as follows:

(1) Each applicant's name shall be written on a sheet of paper and a number placed next to the name of each applicant.

(2) Each applicant's number will be written on a separate piece of paper of the same color, shape, type, and size.

(3) These pieces of paper shall be placed in an opaque receptacle and a designee of the State Business Office Administrator shall draw a piece of paper from the receptacle. The applicant whose number corresponds to the number drawn will be approved for use of the Readiness Center on the dates requested. A second number will be drawn in the event there is a cancellation.

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

1. **Readiness Center Location:** \_\_\_\_\_

2. **Commercial Customer/Unit Sponsored (Circle One)**

**If Unit Sponsored:**

Requested by: \_\_\_\_\_

Application reviewed/completed by: \_\_\_\_\_

Telephone number of recommending official: \_\_\_\_\_

Recommendation: Approve/Disapprove (Circle one)

2. **Legal or Official Name and Address of the Applying Organization:**

\_\_\_\_\_

3. **Customer Information**

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

4. **Description or name of event:** \_\_\_\_\_

5. **The event described in item #4 will involve the following activities:**

Sale of entrance tickets

Sale of raffle tickets

Sale of items

Sale of food

Sale of services

Charge of registration fees

Other – Specify \_\_\_\_\_

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

**6. Period (times and dates) of requested Readiness Center usage (including set-up and break-down):**

From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_

**7. Periods (times and dates) the Readiness Center is to be open to members of the general public.**

From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_  
 From \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_ To \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20 \_\_\_\_\_

**8. Specific areas/rooms of the Readiness Center requested for usage:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**9. Rental Deposit:** a company check, bank or postal money order shall be made payable to the: **Treasurer, State of New Hampshire and submitted directly to: The Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, NH 03301.** The amount of rental deposit is required by Chapter 4, paragraph 4-3. The applicant understands that his/her rental deposit is refundable only under the conditions specified in the Department of Military Affairs and Veterans Services Readiness Center Rental Regulations.

**10. Legal or official status of the organization.** The applying organization is:

- Unit sponsored event
- Commercial customer
- A non-profit corporation
- Other – specify \_\_\_\_\_
- Attach legal or official documentation

Notes:

- Rental Fees are charged on a “calendar day” basis.
- Service Fees are charged by an hourly rate for all actual hours involved in rental including set-up, public hours and breakdown.
- Service Fees may be charged “after the fact”, if set-up and/or cleanup exceed times stated on rental application.

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

ITEM	SIGNATURE	APPLICANTS INITIALS	DATE ACTION COMPLETED
1. Applicant provided a copy of DMAVS Rental Regulation SOP			
2. Rental deposit submitted to the Department of Military Affairs and Veterans Services-BA, 4 Pembroke Road, Concord NH 03301			(For Business Office Use)
3. Maximum capacities for the Readiness Center drill hall have been explained.			
4. Layout plan attached			Received by: <div style="text-align: right;"> <input type="text"/> Name  <input type="text"/> Date </div>
5. Schematic floor and layout plan approved by local fire and police departments.			Proof of approval supplied: <div style="text-align: right;"> <input type="text"/> Date  <input type="text"/> Initials  <input type="text"/> Agency Rep. </div>
6. Insurance requirements are as specified in DMAVS Rental Regulation SOP: a. Liability limits of not less than \$250,000 per claimant and \$2,000,000 per accident			Proof of approval supplied: <div style="text-align: right;"> <input type="text"/> Date  <input type="text"/> Initials  <input type="text"/> Agency Rep. </div>
b. Purchased with a carrier qualified and licensed by the New Hampshire Dept. of Insurance.			<input type="text"/> Yes <input type="text"/> No
c. Occurrence-type policies rather than claims-made-type policies.			<input type="text"/> Yes <input type="text"/> No
d. Workmen's Compensation			<input type="text"/> Yes <input type="text"/> No
e. The Department of Military Affairs and Veterans Services named as an additional insured, mailed to BA Office.			<input type="text"/> Yes <input type="text"/> No

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

ITEM	SIGNATURE	APPLICANTS INITIALS	DATE ACTION COMPLETED
7. Legal or official documentation to substantiate customer's status to include Non-Profit, if applicable, to be provided to the Department of Military Affairs and Veterans Services prior to approval.			Proof supplied: Date Initials of Agency Rep.
8. Rental fees are charged by the calendar day for Readiness Centers and their premises to include set-up and clean-up.			
9. Service fees: a. Shall be charged for the actual hours of total rental period. b. Unit sponsored events may be charged as determined by the State Business Administrator with a minimum of \$100 or one-half days rent, whichever is greater.			
10. Modification to existing physical configuration and services must be approved in advance by the Readiness Center OIC, arranged and paid for by the customer and all must be restored to their original status after the usage.			(Attach list of requested modifications) Approved by: Date Initials of Agency Rep.
a. Electrical			
b. Rubbish removal (See 5-3 (b))			
c. Winter services			
d. Telephones, data lines			
e. Carpentry, plumbing and masonry			
f. Placement of furniture and equipment			

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

ITEM	SIGNATURE	APPLICANTS INITIALS		DATE ACTION COMPLETED
g. Other (specify)				
11. The customer is responsible to comply with all State and local laws, ordinances, policies, and procedures, to include those pertaining to:				
a. Police & security protection				
b. Fire protection				
c. Safety				
d. Zoning				
e. Copy city business license				
f. Vendor				
g. Smoking				
h. Sale of food				
i. Amusement rides				
j. Advertising				
12. The customer is responsible to comply with special requirements imposed by the Department of Military Affairs and Veterans Services, to include:		No	Initialed	
a. Special fire and police protection				
b. Safety and public protection				
c. Hazardous Material and Waste Disposal. Will the event/action/project potentially result in:				
(1) The use of hazardous materials or substances?				

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

ITEM	SIGNATURE	APPLICANTS INITIALS		DATE ACTION COMPLETED
		No	Initialed	
(2) The generation of hazardous waste?				
(3) The risk of an explosion, spill or the release of oil or hazardous substances?				
(4) The generation of solid wastes which will require additional arrangements for disposal?				
(5) An opportunity for hazardous material/waste minimization or recycling?				
13. Presentation or distribution of obscene or crime inciting materials, displays, expositions or performances during Readiness Center usage is prohibited.				
14. Readiness Center telephones are not available to the customer except in the case of an emergency.				
15. Parking areas enclosed by security fencing are not available to customers.				
16. Rental fees are charged when outside areas are used for other than their intended use.				
17. All fees paid by the customer to the Department of Military Affairs and Veterans Services will be by company check, bank or postal money order.				
18. The Readiness Center usage can be terminated by The Adjutant General pursuant to RSA 110-B: 28-				
19. Approval shall not be final until the applicant has received a copy of a rental contract, fully executed by the Department of Military Affairs and Veterans Services.				

**Annex A**  
**APPLICATION REQUEST FOR USE OF**  
**STATE MILITARY READINESS CENTER**

**RECOMMENDATION BY THE READINESS CENTER OIC DOES NOT CONSTITUTE FINAL APPROVAL**

I/We certify that I/We have read DMAVS Rental Regulation SOP and will comply with its terms.

12. \_\_\_\_\_  
(Date of Application)                      \_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_

(Printed/Typed Name and Title of the Customer)

\_\_\_\_\_

(Signature of the Customer)

13. I recommend (**approval/disapproval**) of this application:  
(circle one)

If disapproval is recommended, reason:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
OIC (Print or Type)                      \_\_\_\_\_ (Signature of Readiness Center Officer-in-Charge)                      \_\_\_\_\_ (Date)

14. I (**do/do not**) concur:

\_\_\_\_\_  
Battalion Representative or \_\_\_\_\_ (Signature of Battalion Representative)                      \_\_\_\_\_ (Date)  
*First "O5" in Requesters*  
*Command Chain*  
(Print or Type)

ALL APPLICATIONS (**FOR UNIT SPONSORED EVENTS**) WILL BE FORWARDED THROUGH BATTALION HEADQUARTERS OR COMMAND ELEMENT TO THE STATE BUSINESS ADMINISTRATOR'S OFFICE (*WITH ALL SECTIONS FILLED OUT COMPLETELY*).

**SIGNED RENTAL APPLICATION DOES NOT CONSTITUTE AN APPROVED CONTRACT.**



## Annex C Maintenance Checklist

**For Use in Conjunction with: Military Unit & Family Support Sponsored Activities**

**Name of Person performing Check:** \_\_\_\_\_ **Readiness Center:** \_\_\_\_\_

**Name of Event:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ITEM	CONDITION PRIOR TO EVENT	CONDITION AFTER EVENT	COMMENTS
<b>1. General Readiness Center Appearance</b> (See Legend A&B)			
Hallways			
Bathrooms			
Drill Hall			
Classrooms			
Kitchen			
Dining Hall			
Parking lot(s)			
<b>2. Requirements</b> (See Legend B)			
<b>Hallways</b>			
a. Floors			
Wet mopped			
Buffed			
b. Trash removed			
<b>Bathrooms</b>			
a. Toilets			
b. Sinks/Fixtures			
c. Floors			
Wet mopped			
d. Restock supplies			
e. Trash removed			
<b>Drill Halls</b>			
a. Floors			
Wet mopped			
b. Trash removed			

**Annex C  
Maintenance Checklist**

ITEM	CONDITION PRIOR TO EVENT	CONDITION AFTER EVENT	COMMENTS
<b>Classrooms</b>			
a. Furniture Arrangement			
Tops			
b. Floors			
Wet mopped			
Buffed			
c. Trash removed			

<p><b>LEGEND A</b></p> <p>1. Meets acceptable standards</p> <p>2. Does not meet acceptable standards</p>	<p><b>LEGEND B</b></p> <p>Yes – Task has been completed</p> <p>No – Task has not been completed</p>
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**Annex D  
Rental Rates**

**(Charge per day)**

<u>LOCATION</u>	<u>DRILL HALL</u>
Concord (Bldg '1')	\$300.00
Concord (Bldg 'M')	\$300.00
Franklin	\$175.00
Hillsborough	\$175.00
Lebanon	\$175.00
Littleton	\$175.00
Manchester	<i>Not Currently Available for Rental</i>
Milford	\$175.00
Nashua	\$200.00
Plymouth	\$175.00
Portsmouth	\$200.00
Rochester (Brock Street)	\$175.00
Somersworth	\$175.00
Classrooms	\$50.00
Parking Lots	<i>Not Currently Available for Rental</i>

**Annex E**  
**SAMPLE CONTRACT**

**FOR THE RENTAL OR USE OF THE STATE READINESS CENTER AT**  
**READINESS CENTER NAME WILL BE LISTED HERE NEW HAMPSHIRE**

**FOR NON-MILITARY PURPOSES**

This contract relative to the rental or use of the above-captioned State Readiness Center is entered into between the State of New Hampshire, acting through its Department of Military Affairs and Veterans Services (hereinafter referred to as "the State"), and RENTER NAME WILL BE LISTED HERE (hereinafter referred to as "the User")

I. This contract is entered into by the aforementioned parties in accordance with RSA 110-B:29 and DMAVS Rental Regulation SOP, dated 11 October 2019.

II. This contract pertains to the State Readiness Center located at \_\_\_\_\_ in \_\_\_\_\_ New Hampshire, of which the maximum, allowable capacity in the drill hall is \_\_\_\_\_ for non-fixed seating and \_\_\_\_\_ for banquet or dancing.

III. The period covered by this contract is from \_\_\_\_\_ to \_\_\_\_\_, which period includes time for set-up and clean-up. During that period, the Readiness Center shall be open to members of the general public during the following hours:

IV. The rental fee for this Readiness Center usage is (listed below) and is exclusive of costs chargeable against the User by the State for required services.

Rental rate \$ \_\_\_\_\_ x \_\_\_\_\_ Days = \$ \_\_\_\_\_; Minus Deposit of \$ \_\_\_\_\_ =  
\$ \_\_\_\_\_ Balance of Total Rental Due \$ \_\_\_\_\_.

V. A non-refundable Service Fee will be assessed, per section 4-4 of DMAVS Rental Regulation SOP dated 11 October 2019. *{The present}* hourly fee or rate of **\$50.00** per hour will be charged for total hours of operation. This fee must be paid in full 30 days prior to the event. (NO EXCEPTIONS).

{Hours indicated on application are \_\_\_\_\_ hours at a rate of \$ \_\_\_\_\_ per hour. Service fee total is:  
\$ \_\_\_\_\_}

VI. Total due for IV and V is as follows: \$ \_\_\_\_\_ to be paid to the **Treasurer, State of New Hampshire**, and submitted to the Department of Military Affairs and Veterans Services, 4 Pembroke Road, Concord, NH 03301 at least 30 days prior to the scheduled event.

*(Note: See Provision 23 for additional requirements needed).*

VII. The term "premises", as used in this contract means the State Readiness Center and all appurtenant structures, parking lots and ways and adjoining lands located on the Readiness Center property.

**\*\*\*\*\*THIS PAGE IS FOR SAMPLE PURPOSES ONLY – ACTUAL CONTRACT GENERATED BY BA OFFICE\*\*\*\*\***

**E-1 of 5**

## Appendix E SAMPLE CONTRACT

For, and in consideration of, the rental fee and mutual covenants and agreements contained herein, the State hereby leases to the User, upon the terms and conditions hereinafter set forth, so much of the above-referenced premises as is specified in the attached "Application Request for Use of State Military Readiness Center" (Annex A) and DMAVS Rental Regulation SOP dated 11 October 2019 specifies areas which may be used in conjunction with an authorized and approved use of a Readiness Center.

1. The User agrees that, in its use of the Readiness Center, the User shall conform with all provisions contained herein and with all the provisions of DMAVS Rental Regulation SOP, dated 11 October 2019 and shall pay to the State the sum set forth in Chapters 3 and 4, above, in the form of a company check, certified check or bank or postal money order made payable to "**Treasurer State of New Hampshire**", such payment to be delivered or mailed upon signing and returning this contract to the "Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, New Hampshire 03301".

2. The User agrees to reimburse the State for all costs paid to State employees, for required custodial maintenance, and security services, through a Service Fee assessed provided during, or as a result of, the usage to which this contract applies: to include those associated with opening or closing the Readiness Center; such reimbursement to be rendered in the form of a Company check, certified check, or bank or postal money order made payable to "**Treasurer State of New Hampshire**" and delivered or mailed to the "Department of Military Affairs and Veterans Services – Business Administration, 4 Pembroke Road, Concord, New Hampshire 03301, within seven days after having received a billing for such services from the State.

3. In exchange for payment of the rental fee and service fee stated, herein and the User's agreement to conform with the terms and conditions of this contract, the State agrees to permit the User to use said premises for the usage period in accordance with the terms and conditions of this contract, and not otherwise.

4. The User agrees that this contract constitutes a single transaction and embodies the whole of the agreement between the State and the User. Any amendments to this agreement must be made in writing. Acceptance of this agreement by the User shall be signified by affixing the signature of the agent of the User to this contract and returning the same to the New Hampshire Department of Military Affairs and Veterans Services **at least 30 calendar days prior to the first day of the usage or immediately upon having received it for signature from the State**. This agreement shall not be binding and the User shall have no rights hereunder until this contract has been executed by the State.

5. Subleases and assignments by the User under this contract are prohibited.

6. The User agrees that in the event that the premises are required by the Department of Military Affairs and Veterans Services for emergency purposes as exemplified by, but not limited to, the conditions described in the New Hampshire Revised Statute Annotated 110-B: 6, the User shall immediately vacate the premises. Prompt vacating by the User shall entitle the User to a rebate of the rental and service fee on a pro-rata basis. The User agrees that, if the premises are required by the Department of Military Affairs and Veterans Services for such emergency purposes prior to the User's actual occupation of the premises, the Department of Military Affairs and Veterans Services shall have the right to cancel this contract and to refund rental and/or service fees. For the purposes of this contract, determination of the existence of an emergency requiring vacation or cancellation shall be in the sole discretion of the Department of Military Affairs and Veterans Services.

**E-2 of 5**

7. The User agrees that the Adjutant General, or his agent, may enter the premises at any time for the purpose of conducting inspections or investigations or making repairs.

8. Nothing contained herein shall be considered a waiver of sovereign immunity by the State of New Hampshire, the Adjutant General and the New Hampshire National Guard, their officers, agents and employees.

9. References to the Adjutant General contained herein shall also apply to his designee.

10. The User agrees that it will comply with all laws of the State of New Hampshire including, but not limited to, New Hampshire Revised Statute Annotated 153 regarding fire safety, and regulations and special requirements promulgated by the Department of Military Affairs and Veterans Services, all ordinances of the community in which the Readiness Center is located and all regulations issued by the police and fire departments, thereof, and any and all costs associated with such compliance shall be totally borne solely by the User.

11. The User agrees that all vendors or sales agents operating at its request on the premises shall be properly licensed as required by State and local authorities.

12. The User agrees that not more than the total number of persons indicated on the first page of this contract, not including the Readiness Center operational staff, shall be permitted to be within the Readiness Center building at any time, in accordance with the permit to operate a place of assembly by the appropriate fire department or State Fire Marshal's Office. The User further agrees that when the permitted occupancy total has been arrived at, the Readiness Center doors shall be closed by the User and no other person allowed to enter thereafter, save necessary safety, maintenance and National Guard personnel having an official or emergency need to enter.

13. The User agrees that the use of the Readiness Center premises shall conform to all of the requirements of this contract, that the premises shall be left in as good a condition as found.

14. Any property left within the Readiness Center is left at the property owner's own risk.

15. The User agrees to assume full liability and responsibility and to indemnify and hold harmless the State of New Hampshire, the Department of Military Affairs and Veterans Services and its officers, employees and agents from any injury or other harm which may come to any person present on the premises at any time during the course of the use.

16. The User agrees to assume full financial responsibility for any damage or loss suffered against the Readiness Center premises, Readiness Center contents and public or private property, which results from, or is related to, the use of the Readiness Center.

17. The User agrees to reimburse the State for costs incurred through damage or loss to the Readiness Center premises occasioned during the course of the usage of the Readiness Center, not including that resulting from wear and tear associated with normal usage.

**E-3 of 5**

18. During the term of this contract, and any extension thereof, the User at the User's sole cost and expense, shall obtain with respect to the premises and the property of which the premises are a part, comprehensive, general liability insurance, to include contractual and liability coverage as appropriate, against all claims for injury to or death of persons, or damage to property occurring on, in or about which may be claimed to have occurred on, in or about the premises; such insurance to provide minimum protection in limits of not less than \$250,000 per claimant and not less than \$2 million per accident. All such insurance shall be effected under standard form, valid, occurrence-type policies; issued by insurers of recognized responsibility who are qualified and licensed by the New Hampshire Department of Insurance and insuring the Department of Military Affairs and Veterans Services and the user against injury to persons or damage to property. The User shall deposit with the Department of Military Affairs and Veterans Services, certificates for such insurance, or for renewal thereof, prior to the commencement of the agreement. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten days prior written notice to each assured named, therein.

19. This contract, and the attached "Application Request for Use of State Military Readiness Center", "State Military Readiness Center Usage Checklist", and "Release, Liability, and Indemnity Agreement", if applicable, comprise the entire agreement between the State and the User. To the extent that they contain inconsistent terms, the terms set forth in this contract shall govern.

20. All concessions in connection with this usage shall be operated by the military units stationed in the Readiness Center unless mutually agreed upon by the military unit and the customer.

21. There shall be no smoking in the Readiness Center building or in any of the Readiness Center's appurtenant structures during the Readiness Center use and it shall be the responsibility of the user to take the necessary actions to ensure that all attendees and persons associated with the activity to which this contract pertains are aware of and comply with this no smoking requirement. Failure on the part of the User to enforce this no smoking provision shall be adequate grounds for the State to terminate this contract and require the Readiness Center premises to be vacated.

22. Special Provisions: Security measures required as events dictate, parking coordinated through the OIC, excess trash removal and/or electricity usage is responsibility and at the expense of the tenant/vendor, costs for phone line for credit card processing coordinated and at the expense of vendor.

**Readiness Center Rentals (Mandatory Requirements):**

All paperwork and monies due at least 30 days prior to event.

- Floor Plan Required
- Certificate of Insurance (binder) naming the Department of Military Affairs and Veterans Services as “additional insured” in the amount of \$250,000 per claimant and \$2,000,000 per accident per RSA 110-B:28-36.
- All monies to include Rental Balance and Service Fee, due 30 days prior to event (NO EXCEPTIONS).
- Service Rate is \$50.00 per hr. or total hours to include set-up and break-down hours.
- Non-Profit Certificate supplied if applicable.

**Unit Sponsored Events (Mandatory Requirements):**

All paperwork and monies (if applicable) due at least 30 days prior to event.

- Floor Plan Required
- Certificate of Insurance (binder) naming the Department of Military Affairs and Veterans Services as “additional insured” in the amount of \$250,000 per claimant and \$2,000,000 per accident per RSA 110-B:28-36.
- Service Fees may be applied depending on type of event. TBD.

**OTHER REQUIREMENTS (IF NEEDED):**

---

ACCEPTED:

\_\_\_\_\_  
Name of User’s Agent (Printed)

\_\_\_\_\_  
User’s Agent (Signature)

\_\_\_\_\_  
Official Title of Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

APPROVED:

STATE OF NEW HAMPSHIRE  
Dept. of Military Affairs and Veterans Services

\_\_\_\_\_  
State Business Administrator

\_\_\_\_\_  
Date

**THIS PAGE IS FOR SAMPLE PURPOSES ONLY – ACTUAL CONTRACT GENERATED BY BA OFFICE**