



March 7, 2019

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to **retroactively** award grants to the organizations listed on the attached sheet in the total amount not to exceed \$97,159.63 for marketing projects under the Joint Promotional Program for the grant period, upon Governor and Executive Council approval through the dates indicated on the attached. 100% General Funds.

Funds are available as follows:

03-22-22-221010-20130000 Division of Travel-Tourism 075-500590 Grants, Subsidies and Relief FY 2019

\$97,159.63

EXPLANATION

This request is **retroactive** due to position vacancies throughout the Department of Business and Economic Affairs, Division of Travel and Tourism Development.

The Joint Promotional Program is a matching funds program within the Division of Travel and Tourism Development designed to invest in tourism promotion initiatives developed by groups such as chambers of commerce and regional associations, in advertising and promoting projects in-state and out-of-state. Each project will be evaluated by the Division of Travel and Tourism Development. Conditions listed on grant applications must be met prior to reimbursement of funds approved.

The grant recipient agrees that, to the extent future legislative action by the New Hampshire General Court or by issue of an Executive Order issued in accordance with the laws of the State of New Hampshire by the Governor, said grant may be modified by the Department of Business and Economic Affairs so as to adhere to any such actions which may change expenditure levels so as to achieve compliance therewith.

Respectfully submitted.

Victoria Cimino, Director

Division of Travel and Tourism Development

Approved.

Taylor Caswell, Commissioner

Department of Business and Economic Affairs

(HeD)

1 Eagle Square

Suite 100

Concord, New Hampshire 03301

603.271.2341

₦ visitnh,gov nheconomy.com choosenh.com

Department of Business and Economic Affairs
Division of Travel and Tourism Development
Joint Promotional Program
FY 2019 - Round 3 Grant Agreements

GRANT	·		_	CONTRACT	
NUMBER	GRANTEE	VENDOR ID	GRANT AMOUNT	PERIOD	DESCRIPTION
2019-18	Mt Washington Valley Chamber of Commerce	160581	Up to \$3,250.00	03/01/18 - 06/30/18	Map and Directory Distribution
2019-19	Ski New Hampshire, Inc.	157688	Up to \$18,750.00	06/01/18 - 09/30/18	2018 Summer Digital Marketing
2019-20	White Mountains Attractions Association	160047	Up to \$8,573.75	04/01/18 - 03/31/19	Digital and Print Marketing
2019-21	Mt Washington Valley Chamber of Commerce	160581	Up to \$14,326.00	10/01/18 - 06/30/19	Destination Marketing
2019-22	North Country Chamber of Commerce	157035	Up to \$20,000.00	09/07/18 - 10/31/19	2019 Chamber Marketing Campaign
2019-23	Chamber Collaboration of Greater Portsmouth	155281	Up to \$2,259.88	09/07/18-06/30/19	Chamber Collaboriation of Greater Portsmouth
2019-24	Chamber Collaboration of Greater Portsmouth	155281	Up to \$5,000.00	12/07/18 - 06/30/19	Chamber Collaboriation of Greater Portsmouth - website
2019-25	Mt Washington Valley Chamber of Commerce	160581	Up to \$10,000.00	01/01/19 - 03/31/19	Winter Marketing
2019-26	North Country Chamber of Commerce	157035	Up to \$15,000.00	10/18/18 - 06/30/19	#Ridingtowardchange-Comprehensive PR & Marketing
TOTAL			\$97,159.63		

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1: Identification and Dem	111101101	·			
1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301			
1.3. Grantee Name Mount Washington Valley Chamber of Commerce		1.4. Grantee Address 2617 White Mountain Highway, PO Box 2300, North Conway, NH 03860			
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/18	1.7. Audit Date N/A 1.8. Grant Limitation Up to \$3,250.00			
1.9. Grant Officer for S Victoria Cimino	1.9. Grant Officer for State Agency Victoria Cimino		phone Number		
"By signing this form we cer grant, including if applicabl		th any public meeting require	ment for acceptance of this		
1.11. Grantee Signatur	rawlad	1.12. Name & Title of G			
1.13. Acknowledgment: State of New Hampshire, County of Carroll, on July, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this agreement in the capacity indicated in block 1.12.					
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)					
1.13.2. Name & Title of Notary Public or Justice of the Peace My Commics of th					
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner					
1.16. Approved by Attorney General (Form, Substance and Execution)					
By: Assistant Attorney General, On: 3 /13/ 2019					
1.17. Approval by Governor and Council					
By:	By: On: / /				

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

DTTD JPP 2019 18
Grantee Initials
Date 2

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 2.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES
 - Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 2. <u>TERMINATION</u>.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- . <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- **INSURANCE AND BOND.** 17.
- 17 1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.L Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident: and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Mt. Washington Valley Chamber of Commerce (MWVCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

Map and Directory Distribution: MWVCC will work with CTM Media Group and White Mountains Attractions Association for the distribution of the Map and Directory. The Map and Directory will be distributed to the Boston Transportation Centers/Visitor Program locations as well as included in the White Mountains Vacation Planning Kits. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Mt. Washington Valley Chamber of Commerce is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$3,250.00

Reimbursement requests will be invoiced by the Mt. Washington Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

Grantee Initials

Date____

Page 4 of 4

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MT. WASHINGTON VALLEY CHAMBER OF COMMERCE AND VISITOR'S BUREAU is a New Hampshire Trade Name registered to transact business in New Hampshire on October 19, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business 1D: 360405

Certificate Number: 0004031724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of March A.D. 2018.

William M. Gardner

Secretary of State



CERTIFICATE OF AUTHORITY

I, Christopher Bellis, Executive Board Member of Mt. Washington Valley Chamber of Commerce & Visitors Bureau, also known as Mt. Washington Valley Chamber of Commerce, certify that Janice Crawford is authorized to sign contracts on behalf of the organization.

Signature of Executive Board Member

CHRISTOPHER BELLIS

Print Name

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Stacie Verriti-Leavitt (207) 935-2021 (207) 935-3663 Chalmers Insurance Group - Fryeburg (A/C, No. Ext); E-MAIL ADDRESS: (A/C, No): PO Box 230 sleavitt@ChalmersInsuranceGroup.com 557 Main Street INSURER(S) AFFORDING COVERAGE NAIC # ME 04037 Citizens 31534 Fryeburg INSURER A INSURED Hanover Insurance Co 22292 INSURER B Mt. Washington Valley Chamber Of Commerce INSURER C PO Box 2300 INSURER D INSURER E : North Conway NH 03860-2300 INSURER F : 2018-19 Master GL/WC/ **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDLISUBR TYPE OF INSURANCE POLICY NUMBER INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE | OCCUR 5,000 MED EXP (Any one person) OBPA155253 11/11/2018 11/11/2019 1.000.000 PERSONAL & ADV INJURY 2 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 JECT PRODUCTS - COMP/OP AGG POLICY s 1,000,000 Hired Auto OTHER: COMBINED SINGLE LIM AUTOMOBILE LIABILITY (Ea accident) ANY ALITO **BODILY INJURY (Per person)** \$ SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY **BODILY INJURY (Per accident)** s PROPERTY DAMAGE s AUTOS ONLY AUTOS ONLY (Per accident) 2 UMBRELLA LIAB 1.000.000 OCCUR EACH OCCURRENCE 11/11/2019 EXCESS LIAB OBPA155253 11/11/2018 **AGGREGATE** CLAIMS-MADE DED RETENTION S 0 WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 11/11/2019 WHPA155248 11/11/2018 R Ν NIA 500 000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance

CERTIFICATE HOLDER		CANCELLATION
Office of Business & Economic Affairs Division Development	sion of Travel & Tourism	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1 Eagle Square, Suite 100		AUTHORIZED REPRESENTATIVE
Concord (100	NH 03301	Change and

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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a	and Economic Affairs	1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301		
1.3. Grantee Name Ski New Hampshire, Inc.		1.4. Grantee Address PO Box 521, Conway, NH 03818		
1.5. Effective Date G&C Approval			1.8. Grant Limitation Up to \$18,750.00	
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665		
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this	
1.11. Grantee Signatur	1 /	1.12. Name & Title of Grantee Signor 1		
728m G	an	Jessyra Keeler	, Executive Director	
1.13. Acknowledgment: State of New Hampshire, County of Carroll, on , on \\/\gamma\/\gamma\ before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.				
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) RACHEL A. VALK, Notary Public State of New Hampshire				
1.13.2. Name & Title of Notary Public or Justice of the Peace Rachel A. Valk Notary				
1.14 State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)				
Taylor Caswell, Commissioner				
1.16. Approval by Attorney General (Form, Substance and Execution)				
By. Massistant Attorney General, On: 3 /13/2019				
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By: On: / /			1	

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DTTD JPP 2019-19
Grantee Initials JK
Date 2/22/19

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
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- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereimafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.

9.5.

- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 2. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 20.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24, employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 8. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be
 construed in accordance with the law of the State of New Hampshire, and is
 binding upon and inures to the benefit of the parties and their respective
 successors and assignees. The captions and contents of the "subject" blank are
 used only as a matter of convenience, and are not to be considered a part of this
 Agreement or to be used in determining the intend of the parties hereto.
- THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Ski New Hampshire, Inc. (Ski NH) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Digital Marketing Campaign</u>: Ski NH will contract with Drive Brand Studio to target the top five states that sent visitors to SkiNH.com over the past two summers: Massachusetts, New York, Rhode Island, Connecticut, and Maine. Video and digital display ads, using six (6) and fifteen (15) second spots, along with new display creative to direct viewers to visit SkiNH.com, as well as Google Adwords, Facebook, and Instagram will be used to increase traffic to the website. DTTD's logo will be used to co-brand items as appropriate.

<u>Videography and Production</u>: Ski NH will contract with Borealis Productions to target markets based on lifestyle, age and geography to promote summer activities. Footage of summer attractions at ski areas will be collected to create a one-minute video to be featured on SkiNH.com. Additional footage will used in existing video spots, and will also be used to produce new spots for digital advertising. Highlights will include activities such as: hiking, paddling, mountain biking, scenic chairlift rides, mountain coasters, zip lines, and more at ski areas during the summer and early fall. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Ski New Hampshire, Inc. is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$18,750.00

Reimbursement requests will be invoiced by Ski New Hampshire, Inc. within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

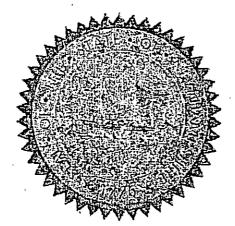
Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

DTTP JPP 2019-19
Grantee Initials

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SKI NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed December 16, 1977. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of July A.D. 2016

William M. Gardner Secretary of State



PO Box 521 | Conway, NH 03818 www.SkiNH.com | Phone. 603.745.9396

Mount Sunapee **MEMBERS**

Cannon Mountain Jay Gamble, Treasurer

OFFICERS

Abenaki Wolfeboro

Bear Notch Ski Touring

Ross Boisvert, Chairman McIntyre Ski Area John DeVivo, Vice Chair

Bartlett

Black Mountain

Jackson **Bretton Woods**

Carroli

Bretton Woods XC

Carroll Cannon Mountain

Franconia

Cranmore Mountain Resort

North Conway

Dartmouth Cross Country Ski Center

Hanover

Dartmouth Skiway Lyme Center

Dexter's Inn Trails by Norsk

Sunapee

Eastman Cross Country

Grantham

Franconia Village XC Ski Center

Franconia

Granite Gorge Cross Country

Roxbury

Granite Gorge Ski Area

Roxbury

Great Glen Trails

Gorham

Gunstock Mountain Resort Gilford

Gunstock Mountain Resort XC

Gilford

Jackson Cross Country Touring Jackson

King Pine Ski Area

Madison

Loon Mountain

Lincoln

Loon Mountain XC

Lincoln

McIntyre Ski Area

Manchester

Mount Sunapee

Newbury

Mt. Washington Valley Ski Touring

Intervale

Nordic Skier Wolfeboro XC

Wolfeboro

Pats Peak Henniker

Pine Hill XC Ski Club

New London

Purity Spring XC & Snowshoe Reserve

Madison

Ragged Mountain Resort

Danbury

Ski Hearth Farm Nordic Center

Franconia, NH

Waterville Valley

Waterville Valley

Waterville Valley Nordic Center Waterville Valley

Whaleback Mountain

Enfield

Windblown XC

New Ipswich

CERTIFICATE OF AUTHORITY

I, Ben Wilcox, Board Member and Duly Authorized Signatory of Ski New Hampshire, Inc., certify that Jessyca Keeler is authorized to sign contracts on behalf of the organization.

Signature of Authorized Board Member

2-22-2019

Signed beforeme on 2/22/19. North Conway, NH 03860, Carroll Country Rachel A. Velle

RACHEL A. VALK, Notary Public State of New Hampshire My Commission Expires March 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Melcher & Prescott Insurance PHONE (A/C, No. Ext): FAX (A/C, No): 426 S Main Street Laconia, NH 03246 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A Cincinnati Insurance Company 10677 INSURED Ski New Hampshire INSURER B : Cincinnati Casualty Company 28665 PO Box 521 Conway, NH 03818 INSURER C INSURER D : INSURER E INSURER F : COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR ECP0329897 06/30/2018 | 06/30/2021 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 -331 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ÁNY AUTO **BODILY INJURY (Per perso** SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTOS ONLY NON-SYNED UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE X|IIIH ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) EWC0384964 06/30/2018 06/30/2019 500,000 E.L. EACH ACCIDENT Y 500,000 E.L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Office - Advertising Agencies 3A:NH;EXCL: Ross Boisvert, John Devivo, Jay Gamble CERTIFICATE HOLDER CANCELLATION NHDCON4 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NH Division of Travel & Tourism P O Box 1856 AUTHORIZED REPRESENTATIVE Concord, NH 03302

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1. Identification and Definitions.					
1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301			
1.3. Grantee Name White Mountains Attract	ions Association	1.4. Grantee Address PO Box 10, North Woodstock, NH 03262			
1.5. Effective Date G&C Approval	1		1.8. Grant Limitation Up to \$8,573.75		
1.9. Grant Officer for State Agency Victoria Cimino		1.10. State Agency Telephone Number 603-271-2665			
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this		
1.11. Grantes Signature	7	1.12. Name & Title of Grantee Signor 1 Charyl Reardon, Ops. Mar.			
1.13. Acknowledgment: State of New Hampshire, County of () () , on () / () / () , on () / () / () / () , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is the county of () / () / () / () / () / () / () / ()					
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)					
1.13.2. Name & Title of Notary Public or Justice of the Peace College E. Eliason, Notary Public					
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(state Agenc					
1.16. Approval by Attorney General (Form, Substance and Execution)					
By: Assistant Attorney General, On: 3 /13/2017					
1.17. Approval by Governor and Council					
Ву:		On: /	1		

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

OTTD JPP 2019-20
Grantee Initials
Date 2 20 19

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS; PAYMENT,
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 Failure to submit any report required hereunder; or these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- **PERSONNEL**
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this 14 Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to White Mountains Attractions Association (WMAA) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Upfluence</u>: WMAA will contract with Upfluence to research and validate additional influencers who are contacting WMAA to partner, and the ability to monitor and measure influencer campaigns that are created. Additional resources include: global and local database filters, multi-channel data, access to their most recent social and blog posts, as well as a built-in email platform for contacting and monitoring communications with potential influencers. DTTD's logo will be used to co-brand items as appropriate.

Good Sam Publication: WMAA will contract with Good Sam RV Travel & Savings Guide to market the attractions and White Mountains region to campers by advertising in the Good Sam publication as well as the of summer attractions at ski areas will be collected to create a one-minute video to be featured on SkiNH.com. Additional footage will used in existing video spots, and will also be used to produce new spots for digital advertising. Highlights will include activities such as: hiking, paddling, mountain biking, scenic chairlift rides, mountain coasters, zip lines, and more at ski areas during the summer and early fall. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the White Mountains Attractions Association is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: + \$8,573.75

Reimbursement requests will be invoiced by White Mountains Attractions Association within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

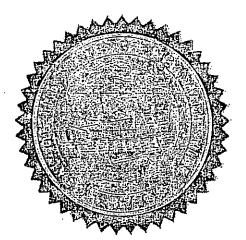
Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed April 17, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of February A.D. 2015

William M. Gardner Secretary of State



White Mountains Attractions Association

PO BOX 10, 200 KANCAMAGUS HWY, NORTH WOODSTOCK NH 03262 PHONE: 603-745-8720 • FAX: 603-745-67651 www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

CERTIFICATE OF AUTHORITY

I, <u>Jim Miller</u>, Chairman of the White Mountains Recreation Association (d.b.a. White Mountains Attractions Association), certify that Charyl Reardon and/or Jayne O'Connor are authorized to sign contracts on behalf of the organization.

Jim Miller, Chairman

Date

2/20/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2018

es not confer rights to the certificate holder in lieu of such e NCE GROUP, INC. 8		es may require	ISSUING INSURER(S), NSURED provisions or be an endorsement. A stat	a endorsed If
·	1 CONTACT	ENTS & ATTRA	CTIONS	
·	PHONE 000)-553-8368	FAX 200 450 5	624
9	E-MAIL		(A/C, No): 250-459-5	024
, IN 46801	ADDRESS:			
	·	SURER(S) AFFORD		NAIC#
<u> </u>	INSURER A: NA	TIONAL CASU	ALTY COMPANY	11991
•	INSURER B:		·	
ITAINS RECREATION ASSOCIATION	INSURER C:	INSURER C:		
MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1) AGUS HIGHWAY	INSURER D:			
DSTOCK, NH 03262	INSURER E:			
	INSURER F:			
CERTIFICATE NUM	MBER: C91574		REVISIO	N NUMBER:
ERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA IOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY DNS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED	OF ANY CONTRACT (THE POLICIES DESCRI BY PAID CLAIMS.	OR OTHER DOO IBED HEREIN IS	NAMED ABOVE FOR THE P	OLICY PERIOD
TYPE OF INSURANCE ADDL SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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AIMS-MADE X OCCUR	12:01 AM	12:01 AM	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
			MED EXP (Any one person)	EXCLUDED
			PERSONAL & ADV INJURY	\$1,000,000
	i		GENERAL AGGREGATE	NONE
REGATE LIMIT APPLIES PER:			PRODUCTS - COMPAOP AGG	\$5,000,000
PROJECT LOC			LEGAL LIAB TO PARTICIPANTS	33,000,000
	800 10/1/2018	10/1/2019	PROFESSIONAL LIABILITY COMBINED SINGLE LIMIT	
	12:01 AM	10/1/2019 12:01 AM	(Es accident)	\$1,000,000
JTO		12.017.00	BODILY INJURY (Per person)	
ONLY SCHEDULED AUTOS NON-OWNED			BODILY INJURY (Per accident) PROPERTY DAMAGE	
ONLY AUTOS ONLY			(Per accident)	
ELIA LIAB X OCCUR XKO0000022401		10/1/2019	EACH OCCURRENCE	\$3,000,000
S LIAB CLAIMS-MADE	12:01 AM	12:01 AM	AGGREGATE	\$3,000,000
RETENTION				
COMPENSATION YERS' LIABILITY N/A WCC0000033009		10/1/2019	X PER STATUTE OTHER	
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(Mandatory in NH) N N			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
N OF OPERATIONS below	'		E.L. DISEASE - POLICY LIMIT	\$1,000,000
PANT ACCIDENT			AD&D	
			Primary Medical	 -
			Excess Medical	
	dule, may be attached if mo		Weekly Indemnity	

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301		
1.3. Grantee Name Mount Washington Valley Chamber of Commerce		1.4. Grantee Address 2617 White Mountain Highway, PO Box 2300, North Conway, NH 03860		
1.5. Effective Date G&C Approval 1.6. Completion Date 06/30/19		1.7. Audit Date N/A	1.8. Grant Limitation Up to \$14,326.00	
1.9. Grant Officer for State Agency Victoria Cimino		1.10. State Agency Telephone Number 603-271-2665		
"By signing this form we cer grant, including if applicabl		th any public meeting require	ment for acceptance of this	
1.11. Grantee Signatur	e 1	1.12. Name & Title of Grantee Signor 1 JANI LE CRAWFORD, Exc. Der		
1.13) Acknowledgment: State of New Hampshire, County of Curo (), on help // before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12. 1.13.1. Signature of Notary Public or Justice of the Peace				
1.13.2. Name & Title of Notary Public or Justice of the Peace The Cis W. Furtad Justice of the Peace 74 1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)				
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner				
1.16. Approved by Atto	rney General (Form, Sul	ostance and Execution)		
By: Assistant Attorney General, On: 3 /13/2019				
1.17. Approval by Gov	ernor and Council			
By: On: / /				

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

OTTD JPP 2019-21-Grantee Initials
Date

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- .4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 1.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - . <u>TERMINATION</u>.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee,
 - . <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DTTD IPP 2019-21
Grantee Initials

Date_

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14 GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials

Page 3 of 4

Exhibit A **Scope of Services**

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Mt. Washington Valley Chamber of Commerce (MWVCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

Art Map: MWVCC will create a map promoting the Valley as an Arts and Culture destination. The map will include outdoor art (free of charge for viewing) along with a picture description of museums, galleries. performing art centers, restaurants featuring artful foodie items, arts and culture lodging packages and a listing for all such places with coordinates and an events calendar. Brochures will be distributed locally to information booths, lodging properties, fine dining restaurants, museums, galleries, performing art centers, etc. DTTD's logo will be used to co-brand items as appropriate.

Golf (Trade Show): MWVCC will attend the Boston Golf Show in March 2019. This show supports MWVCC's spring initiative by showcasing golf as an early summer activity in the southern region of the Valley. DTTD's logo will be used to co-brand items as appropriate.

Digital Marketing: MWVCC will continue to promote the spring season in the Valley through digital billboards by promoting shopping, golf packages, arts and culture, foodie and outdoor recreation activities. Content will be provided for Facebook, Instagram, and Twitter. Advertising on the Outside TV/White Mountains Channel 16 will be purchased to promote Spring Foodie Event. DTTD's logo will be used to co-brand items as appropriate.

Canadian Distribution: MWVCC will work with New England Tourism to distribute information (map and directory) about the Mt. Washington Valley throughout the Montreal, Ottawa, and Quebec area. CAA mailings, travel show distribution. Quebec Information Center distribution, newsletter, website presence and inquiry fulfillment services will be utilized to promote the Valley. DTTD's logo will be used to co-brand items as appropriate.

Search Engine Optimization (SEO): MWVCC will work with A Global Reach to capture the search traffic volume associated with terms related to White Mountains, North Conway and Mt. Washington, as well as boosting position and search traffic volume associated with pages related to lodging (hotel, motel, inn and dining and bed and breakfast) for approximately 40 pages. DTTD's logo will be used to co-brand items as appropriate.

Print Media: MWVCC will work with East Coast Traveler to support the Canadian Distribution program and the Spring Initiative in the Food interest area. Advertising in the East Coast Traveler will promote the area April 2019 Chili Cook-Off. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Mt. Washington Valley Chamber of Commerce is hereby incorporated by reference.

Page 4 of 5

DTTD JPP 2019 Grantee Initials

Date

Exhibit B Schedule and Payments

Total Grant Award: \$14,326.00

Reimbursement requests will be invoiced by the Mt. Washington Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

DTTD IPP 2019-21
Grantee Initials
Date 1/24

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MT. WASHINGTON VALLEY CHAMBER OF COMMERCE AND VISITOR'S BUREAU is a New Hampshire Trade Name registered to transact business in New Hampshire on October 19, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 360405

Certificate Number: 0004031724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of March A.D. 2018.

William M. Gardner

Secretary of State



CERTIFICATE OF AUTHORITY

I, Christopher Bellis, Executive Board Member of Mt. Washington Valley Chamber of Commerce & Visitors Bureau, also known as Mt. Washington Valley Chamber of Commerce, certify that Janice Crawford is authorized to sign contracts on behalf of the organization.

Signature of Executive Board Member

CHRISTOPHER BELLIS

Print Name

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Stacie Verrill-Leavitt PRODUCER PHONE (A/C, No. Ext) E-MAIL Chalmers Insurance Group - Fryeburg (207) 935-2021 (207) 935-3663 PO Box 230 sleavitt@ChalmersInsuranceGroup.com ADDRESS: 557 Main Street INSURER(S) AFFORDING COVERAGE NAIC # Fryeburg ME 04037 Citizens 31534 INSURER A: INSURED Hanover Insurance Co 22292 INSURER B : Mt. Washington Valley Chamber Of Commerce INSURER C PO Box 2300 INSURER D : INSURER E: North Conway NH 03860-2300 INSURER F 2018-19 Master GL/WC/ **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW FRIVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDLISUBRI POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 CLAIMS-MADE | X OCCUR 5,000 MED EXP (Any one person) OBPA155253 11/11/2018 11/11/2019 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 2,000,000 POLICY PRODUCTS - COMPADP AGG s 1,000,000 OTHER: Hired Auto COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ (Ea accident) ANY AUTO s SODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) s AUTOS NON-OWNED AUTOS DNLY AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) 2 UMBRELLA LIAB 1.000,000 OCCUR EACH OCCURRENCE EXCESS HAR OBPA155253 11/11/2018 11/11/2019 CLAIMS-MADE AGGREGATE DED X RETENTION \$ WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT WHPA155248 Ν 11/11/2018 11/11/2019 500 000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500.000 E.L. DISEASÉ - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Office of Business & Economic Affairs Division of Travel & Tourism Development AUTHORIZED REPRESENTATIVE 1 Eagle Square, Suite 100 Concord NH 03301

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1. Identification and Definitions.					
1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301			
1.3. Grantee Name North Country Chamber	of Commerce	1.4. Grantee Address 104 Main Street, Suite 206, Colebrook, NH 03576			
1.5. Effective Date G&C Approval	QCL1		1.8. Grant Limitation Up to \$20,000.00		
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665			
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this		
1.11. Grantee Signatur	be A	1.12. Name & Title of Grantee Signor 1 Todi Gilbert Fxective Director			
1.13. Acknowledgment: State of New Hampshire, County of (1008, on 2 / 27 /)), before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.					
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) KELLY J. GROVER					
1.13.2: Name & Title of Notary Public or Justice of the Peace My Commission Expires June 15, 2021 Notary Public Notary Public Notary Public					
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner					
1.16. Approval by Attorney General (Form, Substance and Execution)					
By: Assistant Attorney General, On: 3 /13/ 2017					
1.17. Approval by Governor and Council					
By:		On: / /			

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

DTTD JPP 2019-22
Grantee Initials

Page 1 of 4

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 2.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident: and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 20 AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

DTTD JPP 2019-22

Grantee Initials

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to North Country Chamber of Commerce (NCCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Destination Website Build</u>: NCCC will contract with FuelMedia to design, develop, implement & launch the new destination website for the North Country region under the leadership, management and direction of the Chamber. This contract will also include website security, management and maintenance. The new website will change with the seasons optimizing all of the North County "Experiences" in season". The new GO NORTH destination website will be designed, developed, and optimized to maximize exposure and capture the target audience. DTTD's logo will be used to co-brand items as appropriate.

Marketing, Communications, & PR: NCCC will contract with FuelMedia to provide social media research to include content ideas, best hashtags, industry trends, subject matter, and any updates to social media platforms. Facebook, Instagram, Google, and any new and relevant accounts on social channels will be utilized. Search Engine Optimization supporting services will focus on Google, Video & YouTube Ads, and Mobile Ads. Seasonal photo/video shoots in the region to gather images and content for use on the website, blog, social and any other marketing materials will be used. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the North Country Chamber of Commerce is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$20,000.00

Reimbursement requests will be invoiced by the North County Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

DTTD JPP 2019-22
Grantee Initials Date 2 27/1

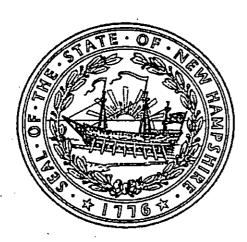
State of New Hampshire Department of State

CERTIFICATE

I. William M. Gardner. Secretary of State of the State of New Hampshire. do hereby certify that NORTH COUNTRY CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 19, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 368368

Certificate Number: 0004163965



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of August A.D. 2018.

William M. Gardner Secretary of State



CERTIFICATE OF AUTHORITY

I, Wayne Frizzell hereby certify that I am duly elected
President of North Country Chamber of Commerce, Inc.
I hereby certify the vote taken at a meeting of the Board of Directors of the corporation duly
called and held on <u>September 5, 2018</u> , at which a quorum of the Board was present and
voting.
Authorizing Jodi Gilbert on behalf of the Corporation to apply for NH
JPP funds for the <u>North Country Chamber of Commerce</u> and further authorizing
said person to execute any documents which may be necessary for the process.
I hereby certify that said vote has not been amended or repealed and remains in full force and
Fe bruary 27,2019 WF effect as of September 5, 2018, and that Jodi Gilbert is the duly elected Executive
<u>Director</u> of this corporation.
Respectfully:
Date: 2/27/19 Vayre Right
President of the Corporation
State of New Thropshire County of Coos
This record was acknowledged before me on <u>F.b. 27th</u> (date) by
Signature of notarial officer
Stamp KELLY J. GROVER Notary Public - New Hampshire
Title of office My Commission Expires June 15, 2021
My commission expires:



DATE (MM/DD/YYYY) 2/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER			18	ONTACT Gail Sh	aw		_	-
FIAI/Cross Insurance			P		669-3218		X VC, No): (603) 64:	1-4111
1100 Elm Street				MAIL DDRESS: gshawec	_	y.com	VC, No): 1003/00	
								NAIC #
Manchester NH 031	101			INSURER(S) AFFORDING COVERAGE INSURERA: Philadelphia Indemnity Ins Co				
INSURED			•	SURER B: Philad			·	18058
				SURERC: PiratC				27626
North Country Chamber of Commer	Ce			SURER D : Mount			_	26522
PO Box 1			IN	SURER E :				
Colebrook NH 035				SURER F:				
COVERAGES CER	TIFIC	CATE	NUMBER: 18-19 KASTER	·		REVISION NUMBI	ER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH PINSR	TAIN, OLICI	IENI, THE II	TERM OR CONDITION OF ANY (NSURANCE AFFORDED BY THE IMITS SHOWN MAY HAVE BEEN	CONTRACT OR OTI	HER DOCUME IBED HEREIN I D CLAIMS.	NT 14171 OCCOSON -		
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CLAIMS-MADE X OCCUR	x					PREMISES (Ea occurren	nce) \$	100,000
<u> </u>	^		PHPK1842431	7/24/2018	7/24/2019	MED EXP (Any one pers	ion) \$	5,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJU	JRY \$	1,000,000
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OTHER:						PRODUCTS - COMP/OP	AGG \$	2,000,000
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ANY AUTO ALL OWNED SCHEDULED					İ	BODILY INJURY (Per pe	rson) \$	
AUTOS AUTOS				1 1		BODILY INJURY (Per ac	cident) \$	
HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per scoklent)	\$	
_							s	
X UMBRELLA LIAB OCCUR EXCESS LIAB CLAUSE						EACH OCCURRENCE	s	1,000,000
B CLAIMS-MADE	i	l		}		AGGREGATE	s	1,000,000
DED X RETENTION \$ 10,000 WORKERS COMPENSATION			PHUB586603	7/24/2018	7/24/2019		\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			WC0138527-07 (State: NE)			x PER STATUTE	TH- R	
C (Mandatory in NH)	N/A		Excludes: Wayne Frizzell,			E.L. EACH ACCIDENT	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below		ľ	Sandra Riendeau, Peter Roule	eau 8/16/2018	0/16/2019	E.L. DISEASE - EA EMPLO	OYEE \$	1,000,000
D DESCRIPTION OF OPERATIONS BEIOW	_					E.L. DISEASE - POLICY L	IMIT S	1,000,000
			ND02551431E	7/24/2018	7/24/2019			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES State of New Hampshire Division Liability when required by writt	OI 7	rav	el and Touriem is inci	e stached if more space luded as addi	e is required) Lional in	sured on Gener	al	
ERTIFICATE HOLDER			CA	NCELLATION				
State of New Hampshire NH Div of Travel & Touris 1 Eagle Square, Suite 100			S	HOULD ANY OF TH	TE THEREOF.	CRIBED POLICIES BE NOTICE WILL BE DEL PROVISIONS.	CANCELLED	BEFORE
State of New Hampshire			S Ti	HOULD ANY OF TH	THE THEREOF,	NOTICE WILL BE DEL	CANCELLED	BEFORE

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301					
1.3. Grantee Name Chamber Collaborative o	f Greater Portsmouth	1.4. Grantee Address PO Box 239, Portsmouth, NH 03802					
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/19	1.7. Audit Date N/A		1.8. Grant Limitation Up to \$2,259.88			
1.9. Grant Officer for Solvictoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665					
"By signing this form we cer grant, including if applicable	tify that we have complied wite RSA 31:95-b."	h any public meetin	ng requiren	nent for acceptance of this			
1.11 Grantee Signatur	och-	1.12. Name &T	_	rantee Signor 1			
1.13. Acknowledgment: State of New Hampshire, County of Rochingham, on 3/1/9 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.							
1.13.1. Signature of Not (Seal)	eary Public or Justice of t	he Peace	Notary P	IANE J COCHRAN Public - New Hampshire ssion Expires Dec 5, 2023			
1.13.2. Name & Title of	Notary Public or Justice		tary				
1.14. State Agency Sign	nature(s)	1.15. Name & T Taylor Caswell		ate Agency Signor(s)			
1.16. Approval by Attor	ney General (Form, Sub	stance and Exec	ution)				
By:	Assistant A	ttorney General	, On: 3	113/2019			
1.17. Approval by Gove	rnor and Council						
By:		0	n: /	1			

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

OTTD IP 19-23
Grantee Initials
Date 3/1/19

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10, the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11, the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons., natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Detween the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 2.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 1.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.2 Failure to submit any report required hereunder; or
- 1.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 1.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- . <u>TERMINATION</u>.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. <u>CONFLICT OF INTEREST.</u> No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto. 22.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Chamber Collaborative of Greater Portsmouth (CCGP) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Portsmouth & Seacoast Photography</u>: CCGP will work with local photographers to produce images of the Portsmouth and the Seacoast, aligning with EAT, PLAY, STAY, SHOP. Photos will be used in creating collateral, social media, website, and in response to media requests. DTTD's logo will be used to co-brand items as appropriate.

<u>Radio Promotion</u>: CCGP will contract with iHeart Media's popular local stations to promote Restaurant Week. DTTD's logo will be used to co-brand items as appropriate.

<u>Banners</u>: CCGP will present at travel trade and consumer shows, and feature in the Visitor Center and at Chamber events. DTTD's logo will be used to co-brand items as appropriate.

<u>Consumer Travel Show:</u> CCGP will have a booth at the April 2019 MGM Springfield MA Travel Show. Connecticut and Western Massachusetts are the primary markets. CCGP will promote culinary attractions, tax-free shopping and arts, culture and history and provide print collateral for travelers planning to visit Portsmouth and the Seacoast area. DTTD's logo will be used to co-brand items as appropriate.

<u>Annual PR Evaluation:</u> CCGP will work with Sullivan Communications to evaluate the efficacy of public relations; written and online media. Sullivan Communications will produce an annual report of the value of the press received. DTTD's logo will be used to co-brand items as appropriate.

Exhibit B Schedule and Payments

Total Grant Award: \$2,259.88

Reimbursement requests will be invoiced by the Chamber Collaborative of Greater Portsmouth within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

There are no special provisions to this contract.

Grantee Initials
Date 3/1/9

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER PORTSMOUTH CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 02, 1917. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65117

Certificate Number: 0004427708



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of March A.D. 2019.

William M. Gardner

Secretary of State

The Chamber

COLLABORATIVE

of Greater Portsmouth

CERTIFICATE OF AUTHORITY

I, Lisa Gainty, Vice Chair of the Board of Directors of the Greater Portsmouth Chamber of Commerce, dba The Chamber Collaborative of Greater Portsmouth, certify that Valerie Rochon, President of The Chamber Collaborative of Greater Portsmouth, is authorized to sign contracts on behalf of the organization.

Signature of

Lisa Gainty, Vice Chair, The Chamber Collaborative of Greater Portsmouth September 12, 2018

Travis Cerloni Notary Public, State of New Hampshire My Commission Expires April 5, 2022

3/4/14

Supt. 12, 2018

JOSEPH A CLIFFORD Notary Public - New Hampshire My Commission Expires Oct 3, 2023 Authority remains valid at March 1,2019 Auch

Lisa Gainty, vice Chair

E



DATE (MM/DD/YYYY) 03/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

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03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	n Honan c/o Hays Companies of New E	ngland	i	PHONE (A/C, No. Ext); (617) 723-7775 FAX (A/C, No); (617) 723-5155						
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	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)			
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	If yes, describe under DESCRIPTION OF OPERATIONS below				ļ		E.L. DISEASE - POLICY LIMIT \$	1,000,000		
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	Concord, NH 03301			AUTHO	RIZED REPRESE	NTATIVE WAS				

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a	nd Economic Affairs	1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301 1.4. Grantee Address PO Box 239, Portsmouth, NH 03802					
1.3. Grantee Name Chamber Collaborative o	f Greater Portsmouth						
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$5,000.00				
1.9. Grant Officer for St Victoria Cimino	rate Agency	1.10. State Agency Tele 603-271-2665	phone Number				
"By signing this form we cert grant, including if applicable		th any public meeting requirer	ment for acceptance of this				
1.11. Grantee Signature	och-	1.12 Name & Title of Grantee Signor 1					
3/ / //9 before the und known to me (or satisfac	ersigned officer, persona ctorily proven) to be the	re, County of Roching ham , on ally appeared the person identified in block 1.12., person whose name is signed in block 1.11., and the capacity indicated in block 1.12.					
1.13.1. Signature of Not (Seal)	ary Public or Justice of the		DIANE J COCHRAN				
1.13.2. Name & Title of	Notary Public or Justice		Public - New Hampshire hission Expires Dec 5, 2023				
1.14. State Agency Sign		1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner					
1.16. Approval by Attor	ney General (Form, Sub	estance and Execution)					
By:	Assistant A	Attorney General, On: 3	113/2019				
1.17. Approval by Gove	rnor and Council						
By:		On: /	/				

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

DTTD PP27019-24
Grantee Initials
Date 3///6

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- **EVENT OF DEFAULT: REMEDIES.**
- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- connection with the Project, including, but not limited to, costs of administration, 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
 - In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

D EPP 2019-24

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers. employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project; and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident: and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Chamber Collaborative of Greater Portsmouth (CCGP) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

GoPortsmouthNH.com Website Updates: CCGP will contract with Darci Creative, LLC to create and develop a newly designed website for CCGP with goals to increase Membership, increase visitors to the Portsmouth NH Area, and to generate revenue via outgoing links to local hospitality establishments. This responsive web design will perform consistently across the full spectrum of devices from mobile to desktop computers; including an effective mobile site for smartphone optimization and performance. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Chamber Collaborative of Greater Portsmouth is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$5,000.00

Reimbursement requests will be invoiced by the Chamber Collaborative of Greater Portsmouth within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

There are no special provisions to this contract.

OTTD (RP) 2019-24
Grantee Initials
Date 3/1/19

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER PORTSMOUTH CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 02, 1917. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65117

Certificate Number: 0004427708



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of March A.D. 2019.

William M. Gardner

Secretary of State

The Chamber

COLLABORATIVE

of Greater Portsmouth

CERTIFICATE OF AUTHORITY

t, Lisa Gainty, Vice Chair of the Board of Directors of the Greater Portsmouth Chamber of Commerce, dba The Chamber Collaborative of Greater Portsmouth, certify that Valerie Rochon, President of The Chamber Collaborative of Greater Portsmouth, is authorized to sign contracts on behalf of the organization.

Signature of

Lisa Gainty, Vice Chair, The Chamber Collaborative of Greater Portsmouth September 12, 2018

Travis Carloni Notary Public, State of New Hampshire My Commission Expires April 5, 2022

Supt 12, 2018

JOSEPH A CLIFFORD Notary Public - New Hampshire My Commission Expires Oct 3, 2023 Authority remains valid at March 1, 2019

Lisa Gainty, Vice Chair

3/4/19



DATE (MM/DD/YYYY) 03/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

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DATE (MM/DD/YYYY) 09/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed

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	ı				AUTHORIZED REPRESENTATIVE						

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

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1. Identification and Den			<u></u>				
1.1. State Agency Name Department of Business		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301					
1.3. Grantee Name Mount Washington Valle Commerce	ey Chamber of	1.4. Grantee Address 2617 White Mountain High Conway, NH 03860	iway, PO Box 2300, North				
1.5. Effective Date G&C Approval	1.6. Completion Date 03/31/19	1.7. Audit Date N/A 1.8. Grant Limits Up to \$10,000.					
1.9. Grant Officer for S Victoria Cimino	State Agency 1.10. State Agency Telephone Number 603-271-2665 ertify that we have complied with any public meeting requirement for acceptance of this						
"By signing this form we cer grant, including if applicabl	-	th any public meeting require	ment for acceptance of this				
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1.16. Approval by Atto	rney General (Form, Sut	ostance and Execution)					
By:	Assistant A	Attorney General, On: 3	311312019				
1.17. Approval by Gov	ernor and Council						
By:		On:	1 1				

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

OTTD JPP 2019-25 Grantee Initials Date 1789 9

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
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- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
 - Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 1.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 2.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers. employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only 20. by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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Exhibit A **Scope of Services**

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Mt. Washington Valley Chamber of Commerce (MWVCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

Digital Billboard/Google: MWVCC will contract with Commonwealth Advertising to promote the Valley, via prominent outdoor digital billboards (with rotating ads daily), as a premier ski destination in New England. MWVCC will also utilize Google Online Banner Display to promote the Valley as a premier ski destination in New England. DTTD's logo will be used to co-brand items as appropriate.

Boston TV: MWVCC will contract with Commonwealth Advertising to air a thirty (30) second commercial, 18 spots per week, on Boston television station (WCVB). DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Mt. Washington Valley Chamber of Commerce is hereby incorporated by reference.

Exhibit B **Schedule and Payments**

Total Grant Award: \$10,000.00

Reimbursement requests will be invoiced by the Mt. Washington Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MT. WASHINGTON VALLEY CHAMBER OF COMMERCE AND VISITOR'S BUREAU is a New Hampshire Trade Name registered to transact business in New Hampshire on October 19, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 360405

Certificate Number: 0004031724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of March A.D. 2018.

William M. Gardner

Secretary of State



CERTIFICATE OF AUTHORITY

I, Christopher Bellis, Executive Board Member of Mt. Washington Valley Chamber of Commerce & Visitors Bureau, also known as Mt. Washington Valley Chamber of Commerce, certify that Janice Crawford is authorized to sign contracts on behalf of the organization.

Signature of Executive Board Member

CHRISTOPHER BELLIS

Print Name

Date



DATE (MM/DD/YYYY) 02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Stacie Verrillal equitt (207) 935-3663 ONE (207) 935-2021 Chalmers Insurance Group - Fryeburg PO Box 230 sleavitt@ChalmersInsuranceGroup.com ADDRESS: 557 Main Street INSURER(S) AFFORDING COVERAGE ME 04037 Fryeburg Citizens 31534 INSURER A INSURED Hanover Insurance Co 22292 INSURER B : Mt. Washington Valley Chamber Of Commerce INSURER C PO Box 2300 INSURER D INSURER E North Conway NH 03860-2300 INSURER F 2018-19 Master GL/WC/ COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDLISUBR TYPE OF INSURANCE POLICY NUMBER INSD WVD LTF COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR 5.000 MED EXP (Any one person) OBPA155253 11/11/2018 11/11/2019 1.000.000 PERSONAL & ADV INJURY 2,000,000 GENL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 2,000,000 POLICY PRODUCTS - COMP/OP AGG Hired Auto \$ 1,000,000 OTHER: COMBINED SINGLE LIMI AUTOMOBILE LIABILITY (Ea accident) ANY ALITO BODILY INJURY (Per person) CHEDULED **BODILY INJURY (Per accident)** AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS ONLY AUTOS ONLY . 1,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB OBPA155253 11/11/2018 11/11/2019 CLAIMS-MADE AGGREGATE DED | X RETENTION \$ 0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT Z WHPA155248 11/11/2019 11/11/2018 N/A 500,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Office of Business & Economic Affairs Division of Travel & Tourism Development AUTHORIZED REPRESENTATIVE 1 Eagle Square, Suite 100 NH 03301 Concord

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301						
1.3. Grantee Name North Country Chamber	of Commerce	1.4. Grantee Address 104 Main Street, Suite 206, Colebrook, NH 03576						
1.5. Effective Date G&C Approval	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
1.9. Grant Officer for So Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665						
"By signing this form we cert grant, including if applicable		th any public meeting requirer	ment for acceptance of this					
1.11. Grantee Signature	1.11. Grantee Signature 1/ 1.12. Name & Title of Grantee Signor 1 Tool Gilbert Executive Di							
1.13. Acknowledgment: State of New Hampshire, County of COS, on '9, before the undersigned officer, personally appeared the person identified in block 1.12.,								
known to me (or satisfac	ctorily proven) to be the	person whose name is sig the capacity indicated in	ned in block 1.11., and 📲					
1.13.1. Signature of Not (Seal)	tary Public or Justice of	KELL Notary Pub	Y J. GROVER lic - New Hampshire					
1.13.2. Name & Title of			n Expires June 15, 2021					
1.14. State Agency Sig	nature(s)	1.15. Name & Title of Sta Taylor Caswell, Commis	~ · · ·					
1.16. Approval by Attor	rney General (Form, Sub	ostance and Execution)						
By:	Assistant A	Attorney General, On: 3	5/13/2019					
1.17. Approval by Gove	ernor and Council							
By:		On: /	1					

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

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Date 3 5 1 9

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withhold pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
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- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
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- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
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- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
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- O. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
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- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 1.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
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- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - 3. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Grantee Initials

Date 3/5/19

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
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- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 17.L.L Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

DTTD JPP 2019-26 Grantee Initials

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to North Country Chamber of Commerce (NCCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

#Ridingtowardchange-Comprehensive PR & Marketing: NCCC will contract with WildRock Public Relations & Marketing, LLC to perform the following services: targeted, strategic PR campaign that includes creating and distributing three (3) press releases, developing custom pitches, engaging in tactical media relationship building, media follow ups and optional Business Wire distribution; social media campaign includes the development of regular social media content through an editorial calendar process, one hour training call for all marketing champions, outline digital advertising efforts to promote the campaign; marketing campaign to further promote the new signage on trails, an email marketing announcement release, a pre-season release (early Spring 2019) and an in-season release (Summer 2019), develop three (3) customized blogs, website content and imagery, three (3) to five (5) digital advertising campaigns, design and print a professional brochure for each key partner organization. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the North Country Chamber of Commerce is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$15,000.00

Reimbursement requests will be invoiced by the North County Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2019. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

DTTD JPP <u>2</u>019-26

Grantee Initials ≤

Date -

Page 4 of 4

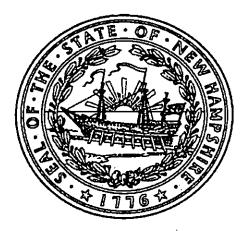
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 19, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 368368

Certificate Number: 0004163965



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of August A.D. 2018.

William M. Gardner Secretary of State



CERTIFICATE OF AUTHORITY

I, <u>Wayne Frizzell</u> hereby certify that I am duly elected
President of North Country Chamber of Commerce, Inc.
I hereby certify the vote taken at a meeting of the Board of Directors of the corporation duly
called and held on <u>September 5, 2018</u> , at which a quorum of the Board was present and
voting.
Authorizing Jodi Gilbert on behalf of the Corporation to apply for NH
JPP funds for the <u>North Country Chamber of Commerce</u> and further authorizing
said person to execute any documents which may be necessary for the process.
I hereby certify that said vote has not been amended or repealed and remains in full force and
March 5,2019 WF effect as of <u>September 5, 2018</u> , and that <u>Jodi Gilbert</u> is the duly elected <u>Executive</u>
<u>Director</u> of this corporation.
Respectfully:
Date: 3/5/19 Nays Steph
President of the Corporation
State of County of
This record was acknowledged before me on 3.5.19 (date) by (name(s) of individual(s)). Signature of notarial officer
0.
Stamp KELLY J. GROVER Title of office Notary Public - New Hampshire
My Commission Expires June 15, 2021 My commission expires:



DATE (MM/DD/YYYY) 2/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRO	DUCER				CONTA NAMÉ:	CY Gail Sh	8.W				
FI	AI/Cross Insurance				PHONE (AC, No. Ext): (603) 669-3218 FAX (AC, No.: (603) 645-4331						
11	00 Elm Street				E-MAIL ADDRESS: gshaw@crossagency.com						
					INSURER(S) AFFORDING COVERAGE NAIC						NAIC #
Ma	nchester NH 03	101			INSURERA: Philadelphia Indemnity Ins Co 180					18058	
INSI	IRED				INSURE	RB:Philade	elphia Ins	Co	·		
					INSURE	RC:FirstCo	omp Ins Co)			27626
No.	th Country Chamber of Comme:	Ce			INSURE	RD: Mount	Vernon Fir	e Ins. Co.			26522
PO	Box 1				INSURE	RE:					
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				NUMBER: 18-19 MAST			·	REVISION NUM			
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		1	ĺ					PERSONAL & ADV II		s	1,000,000
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	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per	r accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	:	\$	
		<u> </u>						II S. SSYNGIA	_	\$	
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B	EXCESS LIAB CLAIMS-MADE]						AGGREGATE		\$	1,000,000
	DED X RETENTION \$ 10,000	<u> </u>		PHUB586603		7/24/2018	7/24/2019			<u> </u>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	•		WC0138527-07 (State: NE)				X PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		Excludes: Wayne Frizzell,	.			E.L. EACH ACCIDEN	т	\$	1,000,000
С	(Mandatory in NH)	1		Sandra Riendeau, Peter Ro	ouleau	8/16/2018	8/16/2019	E.L. DISEASE - EA EM	APLOYEE	<u> </u>	1,000,000
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	. /466		4 Additional Control							
Sta	te of New Hampshire Division bility when required by writ	οf	Trav	el and Tourism is i	nclud	ched if more spac led as add:	e is required) itional in	sured on Gen	eral		
CEF	TIFICATE HOLDER				CANC	ELLATION					
	State of New Hampshire NH Div of Travel & Touri 1 Eagle Square, Suite 10 Concord, NH 03301				ACCO	ULD ANY OF THEXPIRATION DAD	ATE THEREOF, H THE POLICY	SCRIBED POLICIES NOTICE WILL BE I PROVISIONS.	BE CANO	CELLED ED IN	BEFORE
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