



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**DIVISION of TRAVEL and TOURISM DEVELOPMENT**

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

JEFFREY ROSE  
Commissioner

VICTORIA CIMINO  
Director

603-271-2665  
FAX: 603-271-6870  
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E-MAIL: [travel@dred.state.nh.us](mailto:travel@dred.state.nh.us)

March 3, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Travel and Tourism Development to enter into contracts with the four (4) distribution companies listed below to provide distribution of brochure program participant's publications to our Welcome and Information Centers upon Governor and Executive Council approval through December 31, 2016.

<b>Company Name</b>	<b>City/State</b>
White Mountains Recreation Association dba WMAA	N. Woodstock, NH
CTM Media Group dba Here's Where	Exeter, NH
Quality of Life Publications/Hippopress LLC	Manchester, NH
Seacoast Newspapers Inc. dba Best Read Guide	Portsmouth, NH

**EXPLANATION**

The Division of Travel and Tourism Development (DTTD) manages the Tourism Brochure Distribution Program and the distribution of those brochures to the State's Welcome and Information Centers (WICs). The WICs are located along New Hampshire's interstates and primary state routes. Each of the WICs has the availability to display brochures and publications that promote tourism in New Hampshire.

DTTD charges rack fees to display brochures and publications in the WICs based on organizational structure. Revenue generated by the program is used for the betterment of the WICs and the

brochure program. DTTD requires that publications be delivered via one of DTTD's approved distribution vendors. The distribution contracts allow multiple options for program participants to choose from that will meet their organization's specific needs.

In September 2014, the Division of Travel and Tourism Development advertised a Request for Proposals (RFP) for distribution companies to contract with DTTD to deliver publications to the WICs on behalf of the program participants. A copy of the RFP was posted on the Department of Administrative Services and DTTD's website. A three (3) person selection committee comprised of DTTD staff reviewed and scored the proposals and found them all to be satisfactory. A copy of the scoring summary and the committee members is attached for your information and convenience.

The Attorney General's office reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,

  
\_\_\_\_\_  
Victoria Cimino  
Director

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

**RFP - Brochure Distribution Proposal Scoring Sheet: November 6, 2014**

**Business Name: *White Mountains Recreation Association***

	<b>Experience Max Points (40)</b>	<b>Capability Max Points (30)</b>	<b>Financial Plan Max Points (20)</b>	<b>References Max Points (10)</b>	<b>TOTAL</b>
Jennifer Codispoti BVS Administrator	40	30	20	10	100
Jennifer Townsend Program Manager	40	30	20	10	100
Hilary Denoncourt Business Administrator	40	30	20	10	100
<b>Grand Total:</b>					300

**Business Name: *Here's Where (CTM Media Group)***

	<b>Experience Max Points (40)</b>	<b>Capability Max Points (30)</b>	<b>Financial Plan Max Points (20)</b>	<b>References Max Points (10)</b>	<b>TOTAL</b>
Jennifer Codispoti BVS Administrator	35	25	20	10	90
Jennifer Townsend Program Manager	35	25	20	10	90
Hilary Denoncourt Business Administrator	35	30	15	10	90
<b>Grand Total:</b>					270

**Business Name: *Quality of Life Publications/The Hippopress LLC***

	<b>Experience Max Points (40)</b>	<b>Capability Max Points (30)</b>	<b>Financial Plan Max Points (20)</b>	<b>References Max Points (10)</b>	<b>TOTAL</b>
Jennifer Codispoti BVS Administrator	30	30	17	10	87
Jennifer Townsend Program Manager	25	25	10	10	70
Hilary Denoncourt Business Administrator	40	30	10	10	90
<b>Grand Total:</b>					247

**RFP - Brochure Distribution Proposal Scoring Sheet: November 6, 2014**

**Business Name: *Best Read Guide (Seacoast Newspapers Inc.)***

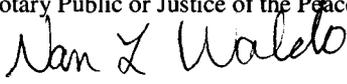
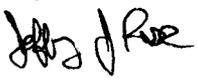
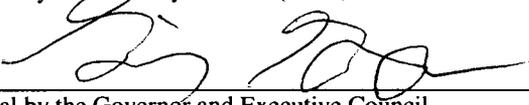
	<b>Experience Max Points (40)</b>	<b>Capability Max Points (30)</b>	<b>Financial Plan Max Points (20)</b>	<b>References Max Points (10)</b>	<b>TOTAL</b>
Jennifer Codispoti BVS Administrator	35	20	15	7	77
Jennifer Townsend Program Manager	35	15	10	5	65
Hilary Denoncourt Business Administrator	35	15	10	6.7	66.7
<b>Grand Total:</b>					208.7

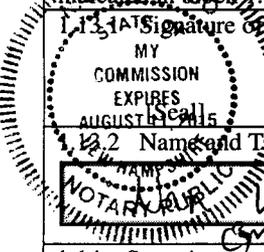
Subject: WIC Brochure Distribution FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</u>		1.2 State Agency Address <u>PO BOX 1856, CONCORD NH 03302</u>	
1.3 Contractor Name <u>WHITE MOUNTAINS RECREATION ASSOCIATION(dba WMAA)</u>		1.4 Contractor Address <u>PO BOX 10, 200 KANCAMAGUS HWY, N.WOODSTOCK NH 032</u>	
1.5 Contractor Phone Number <u>603-745-8720</u>	1.6 Account Number <u>N/A</u>	1.7 Completion Date <u>DECEMBER 31, 2016</u>	1.8 Price Limitation <u>N/A</u>
1.9 Contracting Officer for State Agency <u>VICTORIA CIMINIO, DIRECTOR</u>		1.10 State Agency Telephone Number <u>603-271-2665</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jayne O'Connor President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2-24-2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/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 and Title of Notary or Justice of the Peace <u>N. Waldo - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>JEFFREY J. ROSE, COMMISSIONER</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/24/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JS  
Date 5-24-15

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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 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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

## **Exhibit A Scope of Services**

The New Hampshire Department of Resources and Economic Development (DRED), Division of Travel and Tourism (DTTD) is responsible for ensuring the availability of approved publications at the state Welcome and Information Centers (WICs) for dissemination to visitors. The Bureau of Visitor Services (BVS), within DTTD, is responsible for the management and daily operations of the 12 state owned WICs. BVS receives applications from –Program Participants interested in displaying tourism related publications at the State WICs. These applications, along with samples of the publications, are reviewed by the BVS staff in accordance with the criteria outlined in the brochure policy guidelines set forth by the Commissioner of DRED.

White Mountain Recreation Association (dba WMAA) shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by DTTD at any time to ensure compliance.

WMAA agrees to provide recommendations, when requested by DTTD, for improving productivity, process, or efficiencies for brochure distribution.

### **Warehousing and Distribution**

WMAA shall provide accessible storage for publications and promotional materials. Premises must be clean, dry, secure and available for inspection by DTTD at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.

WMAA shall have reliable transportation to ensure deliveries are made on schedule to each of the WICs.

WMAA may be required to supply and install uniform publication racks in the WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by DTTD. WMAA will not be permitted to feature its own advertising or promotional materials on/in the racks unless approved by DTTD.

Deliveries to the WICs are to be done, at a minimum, weekly during the months of May-October, with additional deliveries being made before major holidays or as requested by DTTD. Depending on the volume of individual publications used at a WIC, publications will be ordered by case or in banded stacks.

WMAA is required to send a copy of a finalized distribution contract to DTTD, to ensure that everything is in compliance with the program guidelines, prior to the beginning of distribution.

WMAA is required to present a copy of the Approval Letter for every new brochure they begin to distribute to the WICs.

WMAA is responsible to ensure the WICs are well stocked and replenished timely, as well as removing any publications that are expired, not approved or are out of date. WMAA shall not remove publications that have current approval to be in the WICs despite no longer being in contract with Program Participant.

WMAA is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.

### **Distribution Cost of Services**

Distribution and/or warehousing costs outlined in the proposals are to remain the same for the life of the contract. If there are any changes to cost of services, DTTD must be notified in writing 30 days prior to implementation.

### **Reports**

Weekly distribution summary reports, broken down by WIC, shall be sent in Excel format to the DTTD Customer Service Supervisor. The summary reports will be due each Monday and will reflect the previous week's distribution numbers.

The Contractors will provide an annual report each calendar year detailing publications delivered to each of the WICs, total income earned and expenses incurred and will include a cost per unit analysis. The report will be due by January 31st each year.

### **State's Responsibilities**

DTTD will administer the processing of brochure applications and approval of publications to be distributed to the WICs. Publications from organizations will be available for distribution only after DTTD has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.

DTTD will be responsible for directly invoicing and collecting rack fee payments from all program participants.

DTTD will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

### **Conditions**

**Speaking on behalf of the State of New Hampshire DRED:** WMAA is not authorized to represent the State's position to the public or media and must be authorized to provide any information by DTTD.

This Contract may be modified by written amendment which has been executed and approved by DTTD and WMAA.

If, for any reason, WMAA is unable to make a delivery date, DTTD shall assess a "failure to perform" fee of \$1,000 per week, or portion thereof, until the delivery date is met. If WMAA foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event in writing, WMAA shall be allowed to exceed a delivery date with no "failure to perform" fee assessed.

WMAA shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Upon completion or termination of this contract, DTTD shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc. Transmittal of information shall be done in a timely

manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

The State may terminate this agreement without cause by giving WMAA sixty (60) days written notice before the effective termination date.

**Exhibit B**

There will be no payments exchanged in this contract.

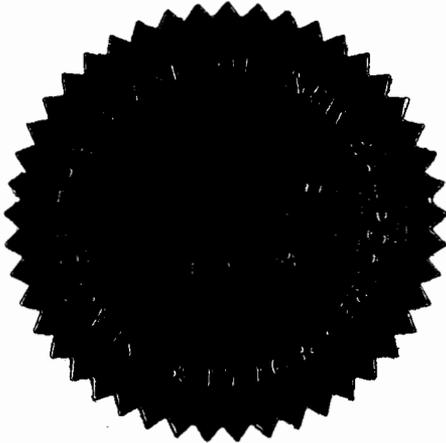
**Exhibit C**

There are no special provisions in this contract.

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 27<sup>th</sup> day of February A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# White Mountains Attractions Association

PO BOX 10, NORTH WOODSTOCK, NEW HAMPSHIRE 03262 USA  
603-745-8720 • TOLL-FREE 1-800-346-3687 • FAX 603-745-6765  
www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

## Officers

*Chairperson*

**Rob Arey**  
Polar Caves Park  
Rumney, NH 03266

*Vice-Chairperson*

**Andrew Noyes**  
Loon Mountain  
Lincoln, NH 03251

*President*

**Jayne O'Connor**  
White Mountains Attractions  
North Woodstock, NH 03262

*Treasurer*

**Jim Miller**  
Santa's Village  
Jefferson, NH 03583

*Secretary*

**Benjamin Clark**  
Hobo Railroad  
Lincoln, NH 03251

*Ex-Officio*

**Jeff Woodward**  
Whale's Tale Water Park  
Lincoln, NH 03251

## CERTIFICATE OF AUTHORITY

I, Andrew Noyes, Vice Chair of the White Mountains Recreation Association, certify that Jayne O'Connor is authorized to sign contracts on behalf of the organization.

## Members

ALPINE ADVENTURES  
Lincoln, NH  
ATTITASH MOUNTAIN RESORT  
Bartlett, NH  
CANNON MT. AERIAL TRAMWAY  
Franconia, NH  
CLARK'S TRADING POST  
Lincoln, NH  
CONWAY SCENIC RAILROAD  
North Conway, NH  
CRANMORE MOUNTAIN RESORT  
North Conway, NH  
FLUME GORGE  
Lincoln, NH  
HOBO RAILROAD  
Lincoln, NH  
LOON MOUNTAIN  
Lincoln, NH  
LOST RIVER GORGE  
North Woodstock, NH  
MT. WASHINGTON AUTO ROAD  
Pinkham Notch, NH  
MT. WASHINGTON COG RAILWAY  
Bretton Woods, NH  
POLAR CAVES PARK  
Rumney, NH  
SANTA'S VILLAGE  
Jefferson, NH  
STORY LAND  
Glen, NH  
WHALE'S TALE WATER PARK  
Lincoln, NH  
WILDCAT MOUNTAIN  
Pinkham Notch, NH

Signature of Vice Chair

Andrew L. Noyes

Print Name

2/25/15

Date

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 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).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: LEISURE
	PHONE (A/C, No. Ext): 800-553-8368 FAX (A/C, No): 260-459-5624
	E-MAIL ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY 11991
INSURED WHITE MOUNTAINS RECREATION ASSOC., INC. D/B/A WHITE MOUNTAINS ATTRACTIONS & LOST P.O. BOX 10 NORTH WOODSTOCK, NH 03262	INSURER B: NATIONAL CASUALTY COMPANY 11991
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 1786532 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. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KKO0004839300	12:01AM 10/01/14	12:01AM 10/01/15	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO0004839300	12:01AM 10/01/14	12:01AM 10/01/15	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XKO0004839500	12:01AM 10/01/14	12:01AM 10/01/15	EACH OCCURRENCE 3000000 AGGREGATE 3000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCC0033009804	12:01AM 10/01/14	12:01AM 10/01/15	PER-STATUE OTHER E.L. EACH ACCIDENT 1000000 E.L. DISEASE - EA EMPLOYEE 1000000 E.L. DISEASE - POLICY LIMIT 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

NH DIVISION OF TRAVEL AND TOURISM  
PO BOX 1856  
CONCORD NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE  
*Scott Furbush*

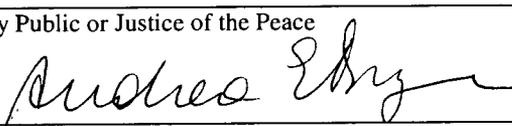


Subject: WIC Brochure Distribution **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</b>		1.2 State Agency Address <b>PO BOX 1856, CONCORD NH 03302</b>	
1.3 Contractor Name <b>CTM MEDIA GROUP, DBA: HERE'S WHERE</b>		1.4 Contractor Address <b>PO BOX 134, EXETER NH 03833</b>	
1.5 Contractor Phone Number <b>203-513-3231</b>	1.6 Account Number <b>N/A</b>	1.7 Completion Date <b>DECEMBER 31, 2016</b>	1.8 Price Limitation <b>N/A</b>
1.9 Contracting Officer for State Agency <b>VICTORIA CIMINIO, DIRECTOR</b>		1.10 State Agency Telephone Number <b>603-271-2665</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Peter Magaro, President</b>	
1.13 Acknowledgement: State of <b>CT</b> , County of <b>FAIRFIELD</b> On <b>2/20/15</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/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] 			
1.13.2 Name and Title of Notary or Justice of the Peace <b>ANDREA DREYER, NOTARY PUBLIC</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>JEFFREY J. ROSE, COMMISSIONER</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <b>N/A</b> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <b>3/24/15</b>			
1.18 Approval by the Governor and Executive Council By: On:			

RECEIVED

FEB 26 2015

D.R.E.D.

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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 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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials   
Date 2/20/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

**Exhibit A**  
**Scope of Services**

The New Hampshire Department of Resources and Economic Development (DRED), Division of Travel and Tourism (DTTD) is responsible for ensuring the availability of approved publications at the state Welcome and Information Centers (WICs) for dissemination to visitors. The Bureau of Visitor Services (BVS), within DTTD, is responsible for the management and daily operations of the 12 state owned WICs. BVS receives applications from Program Participants interested in displaying tourism related publications at the State WICs. These applications, along with samples of the publications, are reviewed by the BVS staff in accordance with the criteria outlined in the brochure policy guidelines set forth by the Commissioner of DRED.

Here's Where shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by DTTD at any time to ensure compliance.

Here's Where agrees to provide recommendations, when requested by DTTD, for improving productivity, process, or efficiencies for brochure distribution.

**Warehousing and Distribution**

Here's Where shall provide accessible storage for publications and promotional materials. Premises must be clean, dry, secure and available for inspection by DTTD at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.

Here's Where shall have reliable transportation to ensure deliveries are made on schedule to each of the WICs.

Here's Where may be required to supply and install uniform publication racks in the WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by DTTD. Here's Where will not be permitted to feature its own advertising or promotional materials on/in the racks unless approved by DTTD.

Deliveries to the WICs are to be done, at a minimum, weekly during the months of May-October, with additional deliveries being made before major holidays or as requested by DTTD. Depending on the volume of individual publications used at a WIC, publications will be ordered by case or in banded stacks.

Here's Where is required to send a copy of a finalized distribution contract to DTTD, to ensure that everything is in compliance with the program guidelines, prior to the beginning of distribution.

Here's Where is required to present a copy of the Approval Letter for every new brochure they begin to distribute to the WICs.

Here's Where is responsible to ensure the WICs are well stocked and replenished timely, as well as removing any publications that are expired, not approved or are out of date. Here's Where shall not remove publications that have current approval to be in the WICs despite no longer being in contract with Program Participant.

Here's Where is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.

#### **Distribution Cost of Services**

Distribution and/or warehousing costs outlined in the proposals are to remain the same for the life of the contract. If there are any changes to cost of services, DTTD must be notified in writing 30 days prior to implementation.

#### **Reports**

Weekly distribution summary reports, broken down by WIC, shall be sent in Excel format to the DTTD Customer Service Supervisor. The summary reports will be due each Monday and will reflect the previous week's distribution numbers.

The Contractors will provide an annual report each calendar year detailing publications delivered to each of the WICs, total income earned and expenses incurred and will include a cost per unit analysis. The report will be due by January 31st each year.

#### **State's Responsibilities**

DTTD will administer the processing of brochure applications and approval of publications to be distributed to the WICs. Publications from organizations will be available for distribution only after DTTD has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.

DTTD will be responsible for directly invoicing and collecting rack fee payments from all program participants.

DTTD will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

#### **Conditions**

**Speaking on behalf of the State of New Hampshire DRED:** Here's Where is not authorized to represent the State's position to the public or media and must be authorized to provide any information by DTTD.

This Contract may be modified by written amendment which has been executed and approved by DTTD and Here's Where.

If, for any reason, Here's Where is unable to make a delivery date, DTTD shall assess a "failure to perform" fee of \$1,000 per week, or portion thereof, until the delivery date is met. If Here's Where foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event in writing, Here's Where shall be allowed to exceed a delivery date with no "failure to perform" fee assessed.

Here's Where shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Upon completion or termination of this contract, DTTD shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

The State may terminate this agreement without cause by giving Here's Where sixty (60) days written notice before the effective termination date.

**Exhibit B**

There will be no payments exchanged in this contract.

**Exhibit C**

There are no special provisions in this contract.

# 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 CTM Media Group, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on September 23, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of March, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



11 Largo Drive South, Stamford, CT 06907

(203) 323-5161 • Fax: (203) 973-0319 • www.ctmmediagroup.com

February 19, 2015

To Whom It May Concern,

Peter Magaro has the authority to enter into contractual agreements on behalf of CTM Media Group, Inc.

Thanks 

Marc Knoller  
CEO  
CTM Media Holdings, Inc. - Owner CTM Media Group, Inc.

 2/19/15

Andrea E. Dreyer  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires 11/30/2018

BILL OF SALE

THIS BILL OF SALE dated as of February 13, 2015 between CTM Media Group, Inc., a New York corporation located at 11 Largo Drive South, Stamford, CT 06907 ("Buyer"), and Here's Where, LLC, a single member New Hampshire limited liability located at 28 Pine Street, Exeter, NH 03833 ("Seller").

WHEREAS, that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer and Seller (the "Purchase Agreement") provides for, among other things, the transfer and sale to the Buyer of certain assets of Seller, all as more fully described in the Purchase Agreement, for consideration in the amount and upon the terms provided in the Purchase Agreement; and

WHEREAS, by this Bill of Sale the Seller is vesting in the Buyer all of the properties, assets, and rights of the Seller hereinafter described.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to the Seller in hand paid by the Buyer, at or before the execution and delivery hereof, the receipt and sufficiency of which by the Seller is hereby acknowledged, the Seller has conveyed, granted, bargained, sold, transferred, set over, assigned, aliened, remised, released, delivered and confirmed, and by this Bill of Sale does convey, grant, bargain, sell, transfer set over, assign, alien, remise, release, deliver and confirm unto the Buyer, its successors and assigns forever, all of the Seller's right, title and interest in the Acquired Assets (as defined in Section 1.1 of the Purchase Agreement) of every nature and description, whether tangible or intangible, whether real, personal, or mixed, whether accrued, contingent or otherwise, wherever located (the "Conveyed Assets").

TO HAVE AND TO HOLD all of the Conveyed Assets unto the Buyer, its successors and assigns to its and their own use forever.

The Seller hereby constitutes and appoints the Buyer, its successors and assigns, the Seller's true and lawful attorney and attorneys, with full power of substitution, in the Seller's name and stead, but on behalf and for the benefit of the Buyer, its successors and assigns, to demand and receive any and all of the Conveyed Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name for the benefit of the Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Buyer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Conveyed Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets which the Buyer, its successors and assigns shall deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever.

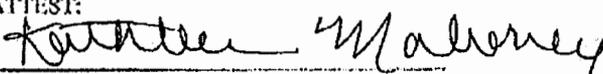
The Seller hereby covenants that, from time to time after the delivery of this instrument, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in the Buyer, and to put the Buyer in possession of, any of the Conveyed Assets.

Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Buyer and its successors and assigns.

This Bill of Sale is executed by, and shall be binding upon, the Seller, its successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to the Buyer. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Hampshire, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed on its behalf by its duly authorized officer as of the date first above written.

Here's Where   
By:   
Title: MEMBER

ATTEST:  
  
Name: KATHLEEN MAHONEY

Receipt of the foregoing instrument acknowledged:

CTM Media Group, Inc.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Buyer and its successors and assigns.

This Bill of Sale is executed by, and shall be binding upon, the Seller, its successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to the Buyer. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Hampshire, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed on its behalf by its duly authorized officer as of the date first above written.

**Here's Where, LLC**

By: \_\_\_\_\_

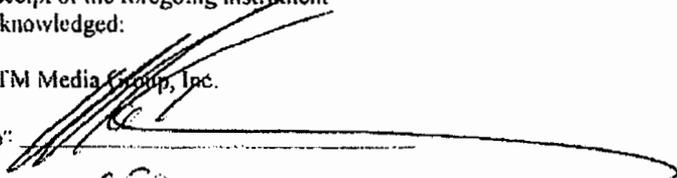
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:

Receipt of the foregoing instrument  
acknowledged:

CTM Media Group, Inc.

By:  \_\_\_\_\_

Title: CEO





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/19/2015

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 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).

PRODUCER National Penn Insurance Services Group, Inc. 301 Oxford Valley Road Suite 1203A Yardley PA 19067	CONTACT NAME: Lisa Dumont	
	PHONE (A/C, No, Ext): (215) 321-9842 FAX (A/C, No): (215) 723-6470 E-MAIL ADDRESS: Lisa.Dumont@nationalpenn.com	
INSURED CTM Media Holdings, Inc., CTM Media Group, Inc. Ettractions, Inc. 11 Largo Drive South Stamford CT 06907	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Co.	25615
	INSURER B: Travelers Indem Co of America	25666
	INSURER C: Travelers Prop Cas Co of	25674
	INSURER D: Farmington Casualty Company	41483
INSURER E:		
INSURER F:		

**COVERAGES** CERTIFICATE NUMBER: 14-15 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			630-8528P505	4/15/2014	4/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS			810-8528P505	4/15/2014	4/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				ZUP-10P43265-14-NF	4/15/2014	4/15/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PFUB-8629P70-9-14	4/15/2014	4/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

DTTD Brochure Distribution Jennifer Townsend PO BOX 1856 Concord, NH 03302-1856	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  R Montevidoni/PMA

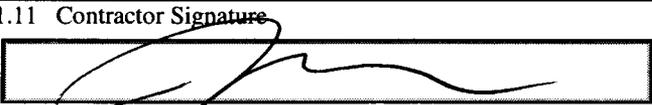
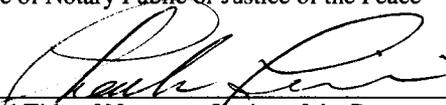
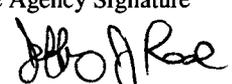
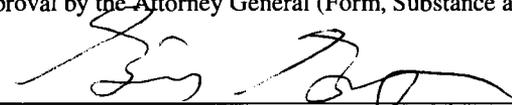


Subject: WIC Brochure Distribution FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</u>		1.2 State Agency Address <u>PO BOX 1856, CONCORD NH 03302</u>	
1.3 Contractor Name <u>QUALITY OF LIFE PUBLICATIONS/HIPPO PRESS LLC</u>		1.4 Contractor Address <u>49 HOLLIS STREET, MANCHESTER NH 03101</u>	
1.5 Contractor Phone Number <u>603-625-1855</u>	1.6 Account Number <u>N/A</u>	1.7 Completion Date <u>DECEMBER 31, 2016</u>	1.8 Price Limitation <u>N/A</u>
1.9 Contracting Officer for State Agency <u>VICTORIA CIMINIO, DIRECTOR</u>		1.10 State Agency Telephone Number <u>603-271-2665</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jody Reese, Publisher</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Feb 11, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Charlene Cestorini</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>JEFFREY J. ROSE, COMMISSIONER</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/24/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials OE  
Date 2/11/15

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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 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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *SR*  
Date *2/11/15*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

## **Exhibit A**

### **Scope of Services**

The New Hampshire Department of Resources and Economic Development (DRED), Division of Travel and Tourism (DTTD) is responsible for ensuring the availability of approved publications at the state Welcome and Information Centers (WICs) for dissemination to visitors. The Bureau of Visitor Services (BVS), within DTTD, is responsible for the management and daily operations of the 12 state owned WICs. BVS receives applications from –Program Participants interested in displaying tourism related publications at the State WICs. These applications, along with samples of the publications, are reviewed by the BVS staff in accordance with the criteria outlined in the brochure policy guidelines set forth by the Commissioner of DRED.

Quality of Life Publications/Hippo Press, LLC shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by DTTD at any time to ensure compliance.

Hippo Press, LLC agrees to provide recommendations, when requested by DTTD, for improving productivity, process, or efficiencies for brochure distribution.

#### **Warehousing and Distribution**

Hippo Press, LLC shall provide accessible storage for publications and promotional materials. Premises must be clean, dry, secure and available for inspection by DTTD at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.

Hippo Press, LLC shall have reliable transportation to ensure deliveries are made on schedule to each of the WICs.

Hippo Press, LLC may be required to supply and install uniform publication racks in the WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by DTTD. Hippo Press, LLC will not be permitted to feature its own advertising or promotional materials on/in the racks unless approved by DTTD.

Deliveries to the WICs are to be done, at a minimum, weekly during the months of May-October, with additional deliveries being made before major holidays or as requested by DTTD. Depending on the volume of individual publications used at a WIC, publications will be ordered by case or in banded stacks.

Hippo Press, LLC is required to send a copy of a finalized distribution contract to DTTD, to ensure that everything is in compliance with the program guidelines, prior to the beginning of distribution.

Hippo Press, LLC is required to present a copy of the Approval Letter for every new brochure they begin to distribute to the WICs.

Hippo Press, LLC is responsible to ensure the WICs are well stocked and replenished timely, as well as removing any publications that are expired, not approved or are out of date. Hippo Press, LLC shall not remove publications that have current approval to be in the WICs despite no longer being in contract with Program Participant.

Hippo Press, LLC is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.

### **Distribution Cost of Services**

Distribution and/or warehousing costs outlined in the proposals are to remain the same for the life of the contract. If there are any changes to cost of services, DTTD must be notified in writing 30 days prior to implementation.

### **Reports**

Weekly distribution summary reports, broken down by WIC, shall be sent in Excel format to the DTTD Customer Service Supervisor. The summary reports will be due each Monday and will reflect the previous week's distribution numbers.

The Contractors will provide an annual report each calendar year detailing publications delivered to each of the WICs, total income earned and expenses incurred and will include a cost per unit analysis. The report will be due by January 31st each year.

### **State's Responsibilities**

DTTD will administer the processing of brochure applications and approval of publications to be distributed to the WICs. Publications from organizations will be available for distribution only after DTTD has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.

DTTD will be responsible for directly invoicing and collecting rack fee payments from all program participants.

DTTD will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

### **Conditions**

**Speaking on behalf of the State of New Hampshire DRED:** Hippo Press, LLC is not authorized to represent the State's position to the public or media and must be authorized to provide any information by DTTD.

This Contract may be modified by written amendment which has been executed and approved by DTTD and Hippo Press, LLC.

If, for any reason, Hippo Press, LLC is unable to make a delivery date, DTTD shall assess a "failure to perform" fee of \$1,000 per week, or portion thereof, until the delivery date is met. If Hippo Press, LLC foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event in writing, Hippo Press, LLC shall be allowed to exceed a delivery date with no "failure to perform" fee assessed.

Hippo Press, LLC shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Upon completion or termination of this contract, DTTD shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

The State may terminate this agreement without cause by giving Hippo Press, LLC sixty (60) days written notice before the effective termination date.

**Exhibit B**

There will be no payments exchanged in this contract.

**Exhibit C**

For the purposes of this contract, the State accepts \$1,000,000 per occurrence comprehensive general liability insurance in lieu of the \$2,000,000 per occurrence comprehensive general liability insurance provision under section 14.1.1 of the P-37 contract agreement.



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 Hippopress LLC is a New Hampshire limited liability company formed on July 10, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17<sup>th</sup> day of February, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





49 Hollis St. • Manchester • NH • 03101 — Tel: 603-625-1855 • Fax: 603-625-2422 — [www.hippopress.com](http://www.hippopress.com)

---

February 17, 2015

Jody Reese  
Manager  
HippoPress, LLC

To Whom it May Concern,

This letter shall serve as a certificate of authority for HippoPress, LLC and contract signatory, Jody Reese. Jody Reese is the Manager of HippoPress, LLC and as such has the authority to contractually obligate HippoPress, LLC.

Sincerely,

Jody Reese

A handwritten signature in black ink, appearing to be 'Jody Reese', written over the printed name.

Notary -  
*Charlene Cesarini*  
Charlene Cesarini  
2-17-15







## Townsend, Jennifer

---

**To:** Jody Reese  
**Subject:** RE: DTTD Brochure Distribution Contract Revision

**From:** [jodyreese@gmail.com](mailto:jodyreese@gmail.com) [mailto:[jodyreese@gmail.com](mailto:jodyreese@gmail.com)] **On Behalf Of** Jody Reese  
**Sent:** Friday, March 06, 2015 10:27 AM  
**To:** Townsend, Jennifer  
**Subject:** Re: DTTD Brochure Distribution Contract Revision

Hi Jen, we agree to those changes -- and thank you!

Jody

On Fri, Mar 6, 2015 at 9:52 AM, Townsend, Jennifer <[Jennifer.Townsend@dred.nh.gov](mailto:Jennifer.Townsend@dred.nh.gov)> wrote:

Good Morning Jody,

Attached you will find a revised Exhibit C, which reflects us accepting your \$1,000,000 per occurrence insurance policy instead of the \$2,000,000 that is required in the P-37 Contract in section 14.1.1 (see attached document for exact language). Please reply via email that you concur with this contract revision, so we can continue processing paperwork for G&C Approval. If you have any questions, please let me know.

Thank you,

Jen

--

Jennifer Townsend

Customer Service Supervisor

NH Division of Travel and Tourism Development

p (603) 271-2665 | f (603) 271-6870 | [visitnh.gov](http://visitnh.gov)

Facebook and Twitter: VisitNH

**CONFIDENTIALITY NOTICE:** This e-mail message and any attachments may contain confidential information and proprietary information. If you are not the intended recipient, please be informed that you have received this message in error. Please notify the sender immediately via the contact information listed above, and delete the message and all the attachments from your files. Thank you for your cooperation.

--

Jody Reese  
603-625-1855, Ext.21



Subject: WIC Brochure Distribution

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT		1.2 State Agency Address PO BOX 1856, CONCORD NH 03302	
1.3 Contractor Name SEACOAST NEWSPAPERS, INC (DBA BEST READ GUIDE)		1.4 Contractor Address 111 NEW HAMPSHIRE AVE, PORTSMOUTH NH 03801	
1.5 Contractor Phone Number 603-570-2172	1.6 Account Number N/A	1.7 Completion Date DECEMBER 31, 2016	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency VICTORIA CIMINIO, DIRECTOR		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature <i>John K Tabor</i>		1.12 Name and Title of Contractor Signatory John K Tabor Jr - President, <sup>Seacoast</sup> <del>Media Group</del> <i>Inc</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>2-16-15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <i>Seacoast Newspaper Inc</i>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Sandra S Titus</i>		SANDRA S. TITUS Notary Public - New Hampshire My Commission Expires October 16, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Sandra S. Titus			
1.14 State Agency Signature <i>Jeffrey J Rose</i>		1.15 Name and Title of State Agency Signatory JEFFREY J. ROSE, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>N/A</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <i>3/24/15</i>			
1.18 Approval by the Governor and Executive Council By: On:			

RECEIVED

FEB 23 2015

U.R.E.D.

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   *JS*    
Date   *2-16-18*



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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 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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials AS  
Date 2-16-18



attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4. herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

Contractor Initials AD  
Date 2-16-15



## **Exhibit A Scope of Services**

The New Hampshire Department of Resources and Economic Development (DRED), Division of Travel and Tourism (DTTD) is responsible for ensuring the availability of approved publications at the state Welcome and Information Centers (WICs) for dissemination to visitors. The Bureau of Visitor Services (BVS), within DTTD, is responsible for the management and daily operations of the 12 state owned WICs. BVS receives applications from –Program Participants interested in displaying tourism related publications at the State WICs. These applications, along with samples of the publications, are reviewed by the BVS staff in accordance with the criteria outlined in the brochure policy guidelines set forth by the Commissioner of DRED.

Seacoast Media Group (dba Best Read Guide) shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by DTTD at any time to ensure compliance.

Best Read Guide agrees to provide recommendations, when requested by DTTD, for improving productivity, process, or efficiencies for brochure distribution.

### **Warehousing and Distribution**

Best Read Guide shall provide accessible storage for publications and promotional materials. Premises must be clean, dry, secure and available for inspection by DTTD at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.

Best Read Guide shall have reliable transportation to ensure deliveries are made on schedule to each of the WICs.

Best Read Guide may be required to supply and install uniform publication racks in the WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by DTTD. Best Read Guide will not be permitted to feature its own advertising or promotional materials on/in the racks unless approved by DTTD.

Deliveries to the WICs are to be done, at a minimum, weekly during the months of May-October, with additional deliveries being made before major holidays or as requested by DTTD. Depending on the volume of individual publications used at a WIC, publications will be ordered by case or in banded stacks.

Best Read Guide is required to send a copy of a finalized distribution contract to DTTD, to ensure that everything is in compliance with the program guidelines, prior to the beginning of distribution.

Best Read Guide is required to present a copy of the Approval Letter for every new brochure they begin to distribute to the WICs.

Best Read Guide is responsible to ensure the WICs are well stocked and replenished timely, as well as removing any publications that are expired, not approved or are out of date. Best Read Guide shall not remove publications that have current approval to be in the WICs despite no longer being in contract with Program Participant.

Best Read Guide is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.

#### **Distribution Cost of Services**

Distribution and/or warehousing costs outlined in the proposals are to remain the same for the life of the contract. If there are any changes to cost of services, DTTD must be notified in writing 30 days prior to implementation.

#### **Reports**

Weekly distribution summary reports, broken down by WIC, shall be sent in Excel format to the DTTD Customer Service Supervisor. The summary reports will be due each Monday and will reflect the previous week's distribution numbers.

The Contractors will provide an annual report each calendar year detailing publications delivered to each of the WICs, total income earned and expenses incurred and will include a cost per unit analysis. The report will be due by January 31st each year.

#### **State's Responsibilities**

DTTD will administer the processing of brochure applications and approval of publications to be distributed to the WICs. Publications from organizations will be available for distribution only after DTTD has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.

DTTD will be responsible for directly invoicing and collecting rack fee payments from all program participants.

DTTD will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

#### **Conditions**

**Speaking on behalf of the State of New Hampshire DRED:** Best Read Guide is not authorized to represent the State's position to the public or media and must be authorized to provide any information by DTTD.

This Contract may be modified by written amendment which has been executed and approved by DTTD and Best Read Guide.

If, for any reason, Best Read Guide is unable to make a delivery date, DTTD shall assess a "failure to perform" fee of \$1,000 per week, or portion thereof, until the delivery date is met. If Best Read Guide foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event in writing, Best Read Guide shall be allowed to exceed a delivery date with no "failure to perform" fee assessed.

Best Read Guide shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Upon completion or termination of this contract, DTTD shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

The State may terminate this agreement without cause by giving Best Read Guide sixty (60) days written notice before the effective termination date.

**Exhibit B**

There will be no payments exchanged in this contract.

**Exhibit C**

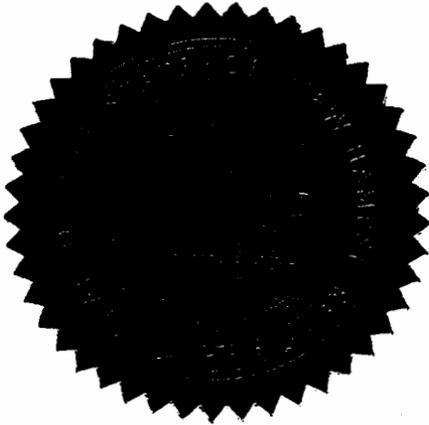
There are no special provisions in this contract.



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 SEACOAST NEWSPAPERS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 13, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of February, A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State





**GateHouse Media\***

175 Sully's Trail Corporate Crossing  
Pittsford, NY 14534  
585 598 0030  
585 248 2631

Polly Grunfeld Sack  
Sr. Vice President, Secretary and General Counsel  
Direct Dial (585) 598-0032 • Fax (585) 248-9562

**CERTIFICATE OF AUTHORITY**

The undersigned, being the duly elected Secretary of Seacoast Newspapers, Inc., a New Hampshire corporation (the "Corporation"), does hereby certify that:

Mr. John Tabor is authorized to sign the P-37 State of New Hampshire Contract Agreement on behalf of Seacoast Newspapers, Inc.

IN WITNESS WHEREOF, I have executed this Certificate as of this 19<sup>th</sup> day of February, 2015.

State of New York      County of Monroe  
Subscribed and sworn to (or affirmed) before me  
this 19 day of Feb, 2015.  
By Polly Grunfeld Sack  
Personally known  OR produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

Polly Grunfeld Sack  
Polly Grunfeld Sack

Sheryl A Costa Notary Public  
My Commission Expires 3-18-2017

**SHERYL A COSTA**  
Notary Public, State of New York  
Registration #01CO6278070  
Qualified In Monroe County  
Commission Expires March 18, 2017



EXECUTION

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 7, 2014

BY AND AMONG

GEO. J. FOSTER & CO., INC. AND FOSTER FAMILY ACQUISITIONS, LLC  
(individually, a “SELLER”, and, collectively, “SELLERS”),

on the one hand,

AND

SEACOAST NEWSPAPERS, INC.

(“BUYER”), on the other hand,

AND

THE PATRICE D. FOSTER REVOCABLE TRUST OF 2003 AND  
THE CATHERINE F. HAYWARD REVOCABLE TRUST OF 2012 (the “OWNERS”)

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 7, 2014 (this "Agreement"), by and among Geo. J. Foster & Co., Inc., a New Hampshire corporation ("GeoJFoster") and Foster Family Acquisitions, LLC, a New Hampshire limited liability company ("EMS;" GeoJFoster and EMS, each, individually, a "Seller", and, collectively, "Sellers"); Seacoast Newspapers, Inc., a New Hampshire corporation ("Buyer"); and Patrice D. Foster, Trustee, The Patrice D. Foster Revocable Trust of 2003 ("PDF") and Catherine F. Hayward, Trustee of The Catherine F. Hayward Revocable Trust of 2012 ("CFH;" PDF and CFH, each an "Owner," and, together, the "Owners") (with the Owners joining solely for purposes of Section 9.06).

WHEREAS, Sellers are, among other things, engaged in the business of (i) publishing/operating certain printed newspapers known as *Fosters Daily Democrat*, *Rochester Times and Sanford News*, (ii) direct mail advertising, including, but not limited to the design, printing, and distribution of advertising materials for clients, including post cards, shared mail, and coupon books, and (iii) providing marketing strategy, design, and internet marketing services (collectively, the "Business"); and

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, on a going concern basis, substantially all of the assets, properties and business of Sellers related to the Business other than the Excluded Assets (as defined below), all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among Sellers and Buyer as follows:

ARTICLE I.  
DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms have the meanings specified or referred to in this Section 1.01:

"150 Venture Drive" means the real property and improvements thereon located at 150 Venture Drive, Dover, New Hampshire.

"A&R Fosters Lease" has the meaning specified in Section 7.04.

"Acquired Employee" has the meaning specified in Section 6.02(a).

"Adjusted Closing Amount" has the meaning specified in Section 2.10(c).

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

"Agreement" has the meaning specified in the introductory paragraph hereof.

"Arbitrator" has the meaning specified in Section 2.10(b).

[REDACTED]

ARTICLE II.  
PURCHASE AND SALE OF PURCHASED ASSETS

Section 2.01 Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver to Buyer and Buyer shall purchase from Sellers free and clear of all Encumbrances (except for Permitted Encumbrances): all of the assets, properties and business (excepting only the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned or held by any of Sellers, relating to the Business as the same shall exist on the Closing Date (referred to as the "Purchased Assets"), including, without limitation, all right, title and interest of any of Sellers in, to and under:

- (a) All of the assets reflected on the Balance Sheet, except (i) Excluded Assets, (ii) immaterial amounts of personal property disposed of in the ordinary course of the Business after the Balance Sheet Date, and (iii) inventory and accounts receivable disposed of or converted into cash after the Balance Sheet Date in the ordinary course of the Business;
- (b) All accounts receivable generated by the Business;
- (c) All raw materials, supplies, work-in-process, finished goods, goods on consignment and other materials included in the inventory of the Business;
- (d) The Leases;
- (e) The machinery, equipment, furniture and other personal property listed or referred to in Schedule 2.01(e);
- (f) The personal property leases listed in Schedule 2.01(f);
- (g) Sellers' Intellectual Property and the Software, listed in Schedule 2.01(g);
- (h) All Trade Secrets relating to the Business;
- (i) The Business Agreements listed in Schedule 2.01(i), including but not limited to any computer hosting, service or maintenance agreements;

(j) All books, records, or information (including all data and other information stored on discs, tapes or other media) of Sellers relating to the assets, properties and operations of the Business, including client and customer lists, referral sources, production reports, service and warranty records relating to the Purchased Assets, equipment logs, operating guides and manuals, promotional materials, and other similar documents and records and all personnel records, other than such books, records and information to the extent relating to the Excluded Assets;

(k) Each of the publications referred to in Schedule 2.01(k) and all Sellers' rights to prepare, publish, sell and distribute such publications and any other publications, extensions (including websites) or spin offs derived from such publications or related thereto in all languages (collectively, the "Publications");

(l) All Archives and, in addition to any Archives, all inventories of current issues of the Publications; editorial material, work in process, finished goods, manuscripts, notes and drafts, graphic artwork, cuts, photographs and negatives owned by Sellers to the extent they relate to the Publications; promotional materials, inserts, and direct mail materials owned by Sellers to the extent they relate to the Publications; stationery, supplies, purchase orders, forms, labels, shipping materials and catalogs owned by Sellers to the extent they relate to the Publications;

(m) All circulation, delivery and mailing lists and carrier routes maintained by Sellers to the extent they relate to any of the Publications, all data related to such lists, all circulation readership studies, audience surveys and research owned by Sellers, and all other mailing lists; together with all records, reports and tapes of computer data owned by Sellers, in each case to the extent they relate to any of the Publications;

(n) All of the advertising contracts, space reservations and insertion orders to the extent they relate to the placement of advertising in any of the Publications with respect to all dates occurring after the Closing Date;

(o) All subscriptions and orders to the extent they relate to any of the Publications;

(p) In addition to Archives, all film negatives, disks, art files (including electronic files) and designs used in the Business, other than such film negatives, disks, art files (including electronic files) and designs to the extent relating to the Excluded Assets;

(q) All of Sellers' goodwill in and going concern value of the Business; and

(r) The Sellers' rights in and to the Fosters URL.

[REDACTED]

**ASSET PURCHASE AGREEMENT  
SELLER DISCLOSURE SCHEDULES**

These Seller Disclosure Schedule ("*Seller Disclosure Schedule*") is being delivered pursuant to that certain Asset Purchase Agreement dated November 7, 2014 (the "*Agreement*"), by and among Geo.J.Foster & Co., Inc., a New Hampshire corporation ("*GeoJFoster*"), Foster Family Acquisitions, LLC, a New Hampshire limited liability company ("*EMS*," each of GeoJFoster and EMS, a "*Seller*" and, together, the "*Sellers*"), Patrice D. Foster, Trustee, The Patrice D. Foster Revocable Trust of 2003 ("*PDF*"), Catherine F. Hayward, Trustee, The Catherine F. Hayward Revocable Trust of 2012 ("*CFH*," PDF and CFH, each, an "*Owner*," and, together, the "*Owners*"), and Seacoast Newspapers, Inc., a New Hampshire corporation (the "*Buyer*").

Capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth in the Agreement. Any summary of or reference to a document in this Seller Disclosure Schedule is qualified by the terms of such document, and the terms and provisions of each document referred to in this Seller Disclosure Schedule are incorporated by reference only to the extent such document has been provided to the Buyer. This Seller Disclosure Schedule and any attachments to this Seller Disclosure Schedule are expressly made a part of the Agreement as though completely set forth in the Agreement. All references to the Agreement in the Seller Disclosure Schedule or any attachments shall be deemed to refer to the entire Agreement, including these Seller Disclosure Schedule and the attachments to this Seller Disclosure Schedule.

The sections of these Seller Disclosure Schedule correspond to the sections of the Agreement and the Schedule references in the Agreement; however, any information disclosed in this Seller Disclosure Schedule on any particular Schedule shall be deemed to be disclosed and incorporated into any other Schedule of this Seller Disclosure Schedule to the extent it is reasonably apparent on its face that the existing disclosure applies to such other Schedule.

Disclosure of any information or document in this Seller Disclosure Schedule is not a statement or admission that it is material, is required to be disclosed, reaches any applicable materiality thresholds, or is likely to have a Material Adverse Effect on the Sellers or the Business. No disclosure in this Seller Disclosure Schedule relating to any agreement or document shall be construed as an admission or indication that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document, except to the extent a representation is made to that effect in the Agreement.

This Seller Disclosure Schedule may contain items that are not required by the Agreement to be listed or disclosed. These additional items are set forth for informational purposes only. This Seller Disclosure Schedule and the information and disclosures contained in this Seller Disclosure Schedule are intended only to qualify and limit the representations, warranties, and covenants of the Sellers contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties, or covenants.

Schedule 2.01(k)  
**Seller Publications**

Foster's Daily Democrat  
Rochester Times  
Sanford News  
Edge (part of Fosters Daily Democrat)  
Best Read Guide (book through 11/11/14 – Brochure distribution)  
Fosters.com

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

GEO. J. FOSTER & CO., INC.

By: Patrice D. Foster  
Name: Patrice D. Foster  
Title: President

FOSTER FAMILY ACQUISITIONS, LLC

By: Patrice D. Foster  
Name: Patrice D. Foster  
Title: Manager

SEACOAST NEWSPAPERS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Pursuant to Section 9.06 only:*

THE PATRICE D. FOSTER REVOCABLE TRUST OF 2003

By: Patrice D. Foster  
Name: Patrice D. Foster  
Title: Trustee

THE CATHERINE F. HAYWARD REVOCABLE TRUST OF 2012

By: Catherine F. Hayward  
Name: Catherine F. Hayward  
Title: Trustee

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

GEO. J. FOSTER & CO., INC.

By: \_\_\_\_\_  
Name: Patrice D. Foster  
Title: President

FOSTER FAMILY ACQUISITIONS, LLC

By: \_\_\_\_\_  
Name: Patrice D. Foster  
Title: Manager

SEACOAST NEWSPAPERS, INC.

By: MLM  
Name: Mark Marish  
Title: V.P., Treasurer

Pursuant to Section 9.06 only:  
THE PATRICE D. FOSTER REVOCABLE TRUST OF 2003

By: \_\_\_\_\_  
Name: Patrice D. Foster  
Title: Trustee

THE CATHERINE F. HAYWARD REVOCABLE TRUST OF 2012

By: \_\_\_\_\_  
Name: Catherine F. Hayward  
Title: Trustee



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/19/2015

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 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).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> New Media Investment Group, Inc. and each of it's subsidiaries 175 Sully's Trail 3rd Floor Pittsford NY 14534 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: The Insurance Co of the State of PA		19429
	INSURER C: New Hampshire Ins Co		23841
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570056849768**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL1929761	09/03/2014	09/03/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 0948253 Business Auto AOS (except SIR applies per policy terms & conditions CA 0948254 MA auto SIR applies per policy terms & conditions	09/03/2014	09/03/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			BE020737899 Umbrella SIR applies per policy terms & conditions	09/03/2014	09/03/2015	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC018721280 Work Comp AOS SIR applies per policy terms & conditions	09/03/2014	09/03/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  NH Division of Travel and Tourism P.O. Box 1856 Concord NH 03302 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
---	--

Holder Identifier :

Certificate No : 570056849768

RECEIVED

FEB 23 2015

D.R.E.D.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED New Media Investment Group, Inc.	
POLICY NUMBER See Certificate Number: 570056849768			
CARRIER See Certificate Number: 570056849768	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC018721281 Work Comp CA SIR applies per policy terms & conditions	09/03/2014	09/03/2015	
C		N/A		WC018721284 Work Comp IL, NH SIR applies per policy terms & conditions	09/03/2014	09/03/2015	
C		N/A		WC018721285 Work Comp MA, ND, OH SIR applies per policy terms & conditions	09/03/2014	09/03/2015	
C		N/A		WC018721282 Work Comp PA SIR applies per policy terms & conditions	09/03/2014	09/03/2015	
C		N/A		WC018721283 Work Comp VA SIR applies per policy terms & conditions	09/03/2014	09/03/2015	