

August 8, 2019

BEA

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

BUSINESS AND ECONOMIC AFFAIRS

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to **retroactively** award grants to the organizations listed on the attached sheet in the total amount not to exceed \$482,685.03 for marketing projects under the Joint Promotional Program for the grant period, upon Governor and Executive Council approval through the dates indicated on the attached. 100% General Funds.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget:

03-22-22-221010-20130000 Division of Travel-Tourism 075-500590 Grants, Subsidies and Relief <u>FY 2020</u> \$482.685.03

EXPLANATION

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

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

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

Respectfully submitted,

Amy Bassett, Acting Director Division of Travel and Tourism Development

Approved.

Taylor Caswell, Commissioner Department of Business and Economic Affairs

 1 Eagle Square Suite 100 Concord, New Hampshire 03301

\$ 603.271.2341

Department of Business and Economic Affairs

Division of Travel and Tourism Development

Joint Promotional Program

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FY 2020 - Round 1 Grant Agreements

GRANT				CONTRACT	
NUMBER	GRANTEE	VENDOR ID	GRANT AMOUNT	PERIOD	DESCRIPTION
2020-01	Lakes Region Chamber of Commerce	154029	Up to \$24,200.00	08/30/19 - 12/31/19	2019 Lakes Region Fall Desintation Marketing
2020-02	White Mountains Attractions Association	160047	Up to \$145,746.93	04/01/20 - 12/31/20	2020 WMAA Core Marketing
2020-03	Ski New Hampshire	157688	Up to \$17,700.00	09/01/19 - 09/30/20	Winter 2019/20 Marketing/Communications
2020-04	Androscoggin Valley Chamber of Commerce	155140	Up to \$16,617.50	08/01/19 - 06/30/20	2019/19 AVCC Stay and Play Marketing Program
2020-05	Hampton Area Chamber of Commerce	154021	Up to \$2,000.00	08/12/19 - 09/08/19	2019 Seafood Festival Digital Marketing
2020-06	Twin Mountain Chamber of Commerce	154929	Up to \$14,374.56	07/01/19 - 06/30/20	TMCC 2019/20 Marketing Program
2020-07	Mt. Washington Valley Chamber of Commerce	160581	Up to \$26,181.86	08/01/19 - 06/30/20	MWVCC Marketing
2020-08	Lakes Region Tourism Association	154146	Up to \$101,907.00	07/01/19 - 06/30/20	LRTA 2019 Marketing Campaign
2020-09	Lincoln-Woodstock Chamber of Commerce	154300	Up to \$62,699.76	09/01/19 - 09/30/20	2020 Destination Marketing
2020-10	Chamber Collaborative of Greater Portsmouth	154051	Up to \$46,257.42	07/01/19 - 06/30/20	FY 2020 Tourism Marketing
2020-11	North Country Chamber of Commerce	157035	Up to \$25,000.00	05/01/19 - _{I-} Q/31/19	2019 Spring/Summer Promotional Campaign
TOTAL			\$482,685.03		

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GRANT AGREEMENT

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

GÉNERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301					
1.3. Grantee Name Lakes Region Chamber of (Commerce	1.4. Grantee Address 383 South Main Street, Lac	onia, NH 03246				
1.5. Effective Date G&C Approval	1.6. Completion Date 12/31/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$24,200.00				
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number				
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this				
1.11 Grantee Signature 1 1.12. Name & Title of Grantee Signop 1 Add 108 kleft 1.12. Name & Title of Grantee Signop 1 Add 108 kleft 1.12. Name & Title of Grantee Signop 1 Add 108 kleft 1.13. Acknowledgment: State of New Hampshire, County of Belknep , on 8/6/19 Add 108 kleft Add 108							
1:13, Provide a ture of Notary Public or Justice of the Peace (Seal) 1:12:29 Mathieux Stitle of Notary Public or Justice of the Peace HAMPS 1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)							
	Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: \$ //3 / 20/3 1.17. Approval by Governor and Council							
By:		On: /	/				

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

DTTD Grantee I			С ЛРП 2020-01
Date	8	61	19
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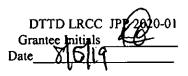
- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1
- including the acquisition of any and all necessary permits.
- <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Pagreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8 PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

<u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



approval of the undertaking or carrying out of such Project, shall participate in 17.2. any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of '18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15 ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the 22 State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident: and

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

DTTD LRCC JPI

Grantee Initia

Date

20.

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Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to the Lakes Region Chamber of Commerce (LRCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Lakes Region Fall Destination Commercial:</u> LRCC will create a commercial promoting unique fall activities and events to Lakes Region including fairs, festivals, fall foliage, and other experiences the Lakes Region has to offer. DTTD's logo will be used to co-brand items as appropriate.

<u>Discover the Lakes Region Billboard</u>: LRCC will update the visitors' information booth billboard to include "Discover the Lakes Region" and will include the LRCC website. DTTD's logo will be used to co-brand items as appropriate.

2019 Lakes Region Fall Fun Guide: LRCC will produce the Fall Fun Guide and will be distributed throughout NH, MA, ME, VT, and at the Big E. DTTD's logo will be used to co-brand items as appropriate

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

Exhibit B Schedule and Payments

Total Grant Award: \$24,200.00

Reimbursement requests will be invoiced by the Lakes Region Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

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

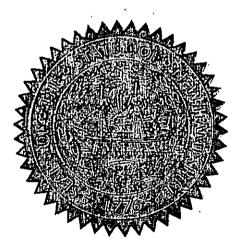
DTTD LRCC JP Grantee Initials

Date

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 Lakes Region Chamber of Commerce is a New Hampshire nonprofit corporation formed May 26, 1938. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of July A.D. 2016

William M. Gardner Secretary of State



Certificate of Authority

Per the Lakes Region Chamber By-Laws, the Board of Directors hereby gives authority for Karmen Gifford, President of the Lakes Region Chamber, to sign contracts on behalf of the organization as noted in Article 6.

Signed and dated this 6th day of August, 2019.

Signed by:

Director, Lakes Région Chamber

383 South Main Street, Laconia, NH 03246 | 603-524-5531 | LakesRegionChamber.org



CERTIFICATE OF LIABILITY INSURANCE

_ (506/2019
C B	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.								
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	.							, NOTICE WILL BE DELIVERED IN PROVISIONS.	
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L	<u>i</u>					(D 1988-2015	ACORD CORPORATION. All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD



GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH					
1.3. Grantee Name White Mountains Attract	ions Association	1.4. Grantee Address PO Box 10, North Woodsto	ock, NH 03262				
1.5. Effective Date G&C Approval	1.6. Completion Date 12/31/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$145,746.93				
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number				
"By signing this form we cer grant, including if applicable		h any public meeting requirer	nent for acceptance of this				
1.11. Grantee Signatur		1,12. Name & Title of Grantee Signor 1 Chan/ Reaver, President					
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 8/6//9, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.							
(Seal)	tary Public or Justice of t	the Peace	COMMISSION EDITIES				
1.13.2. Name & Title of Colleg E	Notary Public or Justice	e of the Peace	AMPO IC III				
1.14. State Agency Sig	1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution)							
By: Assistant Attorney General, On: 8/13/2019							
1.17. Approval by Gove	ernor and Council						
By:		On: /	· /				

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

	WMAA			
Grantee	Initials			
Date_	8	to	L	19_

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT,
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.1
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this local agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

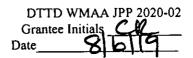


Exhibit A Scope of Services

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

Grant Deliverables:

<u>Digital Advertising</u>: WMAA will conduct an online campaign that will target audiences in Eastern New York, Pennsylvania, New Jersey, and New England by using Google Display Network, TripAdvisor, Google Adwords and YouTube to drive visits to the WMAA website for more information or to request a Vacation Planning Kit. This campaign will increase the visibility of the White Mountains and New Hampshire, build a viewer's awareness and remind them of the area and variety of vacation opportunities that the White Mountains region has to offer. DTTD's logo will be used to co-brand items as appropriate.

<u>Television Advertising:</u> WMAA will have multiple television spots that will inform and motivate viewers to choose the White Mountain and New Hampshire as their vacation destination. The spots will focus on individual and family activities and attractions and drive viewers to the WMAA website for area information and/or request vacation planning information. DTTD's logo will be used to co-brand items as appropriate.

<u>Outdoor/Billboard:</u> WMAA will select unique locations to place outdoor billboards to create a specific message to travelers utilizing photographs as the message. This outdoor campaign will drive viewers to the website for more White Mountains area information. DTTD's logo will be used to co-brand items as appropriate.

<u>Direct Mail:</u> WMAA will use an established database for mailing promotions that will remind visitors of their past vacation experiences and encourage them to consider the White Mountains region again. DTTD's logo will be used to co-brand items as appropriate. DTTD's logo will be used to co-brand items as appropriate.

<u>CrowdRiff:</u> WMAA will contract with CrowdRiff, an aggregator used as a visual influence platform to inspire new and returning interest to the White Mountains brand to increase awareness, engagement, drive user acquisition, and inspire conversations across social media channels and the WMAA website. DTTD's logo will be used to co-brand items as appropriate.

<u>Meltwater – PR Monitoring:</u> WMAA will contract with Meltwater, one of the most comprehensive media monitoring and research databases in the industry to monitor a wide variety of topics, keywords, influencers and outlets with their massive range of North American publications and writers which will allow WMAA the opportunity to share press releases and suggested story ideas and measure the effectiveness and evaluate how many impressions these articles have reached and their advertising equivalency value. DTTD'A logo will be used to co-brand items as appropriate.

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

DTTD WMAA JPP 2020-02 Grantee Initials Date 9 6

Exhibit B Schedule and Payments

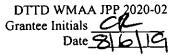
Total Grant Award: \$145,746.93

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Reimbursement requests will be invoiced by the White Mountains Attractions Association within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

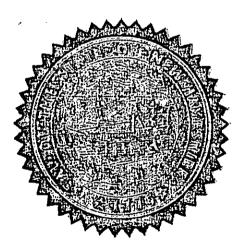
Due to the nature of this contract, DTTD waives the 2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond, and accepts \$1,000,000 for any one incident.



State of New Hampshire Bepartment of State

CERTIFICATE

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



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

William M. Gardner Secretary of State



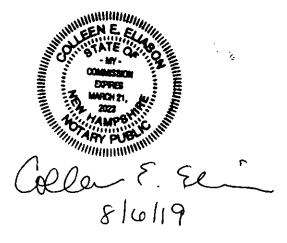
White Mountains Attractions Association

PO BOX 10, 200 KANCAMAGUS HWY, NORTH WOODSTOCK NH 03262 PHONE: 603-745-8720 • FAX: 603-745-6765 www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

CERTIFICATE OF AUTHORITY

I, <u>Benjamin Clark</u>, Chairman of the White Mountains Recreation Association (d.b.a. White Mountains Attractions Association), certify that Charyl Reardon and/or Kathryn Wetherell are authorized to sign contracts on behalf of the organization.

Benjamin Clark, Chairman





CERTIFICATE OF LIABILITY INSURANCE

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

x

CE THI RE	S CERTIFICATE IS ISSUED AS A MAT RTIFICATE DOES NOT AFFIRMATIVELY S CERTIFICATE OF INSURANCE D PRESENTATIVE OR PRODUCER. AND TH	OR N OES HE CE	EGAT NOT RTIFI	IVELY AMEND, EX CONSTITUTE	A CO	OR ALTER TH	E COVERAGE WEEN THE	AFFORDED BY THE POLI ISSUING INSURER(S),	CIES BELOW.
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PROD	DUCER						ENTS & ATTRA	CTIONS	
	INSURANCE GROUP, INC. BOX 2338				H	E-MAIL	-553-8368	FAX (A/C, No): 260-459-50	324
FOF	RT WAYNE, IN 46801				H	ADDRESS:			
					ŀ		SURER(S) AFFORD		NAIC #
							HUNAL CASUA	ALTY COMPANY	11991
INSU		TION			- F	INSURER B:			
	TE MOUNTAINS RECREATION ASSOCIA : WHITE MOUNTAINS RECREATION ASS			(SEE KR-SP-1)	- F	INSURER C:			
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Α	X COMMERCIAL GENERAL LIABILITY			KKO000002240	1700	10/1/2018	10/1/2019	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					12:01 AM	12:01 AM	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
								MED EXP (Any one person)	EXCLUDED
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$5,000,000
								LEGAL LIAB TO PARTICIPANTS	
								PROFESSIONAL LIABILITY	
Α	AUTOMOBILE LIABILITY			KKO000002240	1800	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					12:01 AM	12:01 AM	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	
	HIRED NON-OWNED							PROPERTY DAMAGE (Per accident)	
Α	UMBRELLA LIAB X OCCUR			XKO000002240	1900	10/1/2018	10/1/2019	EACH OCCURRENCE	\$3,000,000
	X EXCESS LIAB CLAIMS-MADE					12:01 AM	12:01 AM	AGGREGATE	\$3,000,000
в	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WCC000003300	9806	10/1/2018	10/1/2019	X PER OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER					12:01 AM	12:01 AM	EL EACH ACCIDENT	\$1,000,000
	EXCLUDED? (Mandatory in NH) N							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS balow							E.L. DISEASE - POUCY LIMIT	\$1,000,000
	PARTICIPANT ACCIDENT							AD&D	
	· · · · ·							Primary Medical	
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NH	DIVISION OF TRAVEL AND TOURISM							D POLICIES BE CANCELLEI	
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The ACORD name and logo are registered marks of ACORD

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© 1988-2015 ACORD CORPORATION. All rights reserved.

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301				
1.3. Grantee Name Ski New Hampshire, Inc.		1.4. Grantee Address PO Box 521, Conway, NH	03818			
1.5. Effective Date G&C Approval	1.6. Completion Date 09/30/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$17,770.00			
1.9. Grant Officer for Se Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number			
"By signing this form we cer grant, including if applicable	• •	th any public meeting requiren	nent for acceptance of this			
1.11. Grantee Signature	e 1	1.12. Name & Title of G	rantee Signor 1			
Aeson (a Y	h	Jessyca Keeler, P.	resident			
 1.13. Acknowledgment: State of New Hampshire, County of WWW , on 8/5/9, before the undersigned officer, personally appeared the person identified in block 1.12. known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12. 1.13.1. Signature of Notary Public or Justice of the Peace 						
(Seal)	her					
1.13.2. 'Name & Title of Poly(COL De	Notary Public or Justice		DESCHENES, Notary Public :			
1.14. State Agency Sign	nature(s)	1.15. Name & Title of Sta	ate Agency Signor(s)			
		Taylor Caswell, Commis	ssioner			
1.16. Approval by Atto	rney-General (Form, Sub	stance and Execution)				
By: MB	By: Assistant Attorney General, On: 8 1.3 / 2019					
1.17. Approval by Gove	ernor and Council					
Ву:		On: /	/			

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

DTTD SK	CI N	н јрр 2020-03
Grantee In	itial	s_JK
Date -6	5	19

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
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- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

DTTD SKI NH JPP 2	020-03
Grantee Initials	
Date 8519	

Exhibit A Scope of Services

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

Grant Deliverables:

<u>Media/Marketing Tools</u>: SKI NH will contract with Constant Contact to provide monthly/semi-weekly enewsletters to members as well as a subscribed email list. Events and deals will be listed to encourage visitation and tourism to the state. Constant Contact will send media clip reports, updates, as well as surveys to members. SKI NH will also contract with Meltwater to utilize the media monitoring platform to bring all media outreach in-house. DTTD's logo will be used to co-brand items as appropriate.

<u>Media Receptions</u>: A media reception will be held to allow New Hampshire ski areas to connect with regional media. DTTD's logo will be used to co-brand items as appropriate.

<u>Websites Upgrades:</u> SKI NH will work with Drive Brand Studio to update SkiNH.com for functionality following the season-end reporting for web traffic. A video will be added to the SKI NH homepage to highlight New Hampshire as the ideal year-round destination. A customized, user-friendly, interactive map allowing visitors the opportunity to explore member ski areas will be created and added to the Resorts page. SKI NH will work with Propeller Media Works to address website ADA compliance to allow a better browsing experience for the handicapped audience. To DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$17,770.00

Reimbursement requests will be invoiced by the Ski New Hampshire, Inc. within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

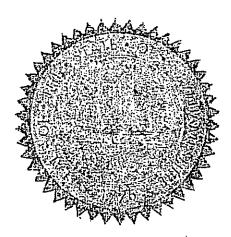
Exhibit C Special Provisions

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

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, 1 hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 25th day of July A.D. 2016

William M. Gardner Secretary of State



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

CERTIFICATE OF AUTHORITY

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

Signature of Authorized Board Member

Jamin E. Wilcox

Print Name

8-5-2019

Date

2.

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REBECCA H. DESCHENES, Notary Public My Commission Expires November 16, 2021 OFFICERS Ross Boisvert, Chairman McIntyre Ski Area John DeVivo, Vice Chair Cannon Mountain Tim Smith, Treasurer Waterville Valley Resort

MEMBERS

Abenaki Wolfeboro Bear Notch Ski Touring Bartlett **Black Mountain** Jackson **Bretton Woods** Carroll Bretton Woods XC Carroll **Cannon Mountain** Franconia **Cranmore Mountain Resort** North Conway Dartmouth Cross Country Ski Center Hanover **Dartmouth Skiway** Lyme Center Dexter's Inn Trails by Norsk Sunapee Eastman Cross Country Grantham Franconia Village XC Ski Center Franconia **Great Glen Trails** Gorham **Gunstock Mountain Resort** Gilford **Gunstock Mountain Resort XC** Gilford **Jackson Cross Country Touring** Jackson King Pine Ski Area Madison Loon Mountain Lincoln Loon Mountain XC Lincoln McIntyre Ski Area Manchester Mount Sunapee Newbury Mt. Washington Valley Ski Touring Intervale Nordic Skier Wolfeboro XC Wolfeboro Pats Peak Henniker Pine Hill XC Ski Club New London Purity Spring XC & Snowshoe Reserve Madison **Ragged Mountain Resort** Danbury Ski Hearth Farm Nordic Center Franconia, NH Waterville Valley Waterville Valley Waterville Valley Nordic Center Waterville Valley Whaleback Mountain Enfield Windblown XC New lpswich

CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 08/12/2019

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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 police If SUBROGATION IS WAIVED, subject to the terms and conditions of the police							
this certificate does not confer rights to the certificate holder in lieu of suc							
PRODUCER	CONTACT Danielle E	Ballou					
Melcher & Prescott Insurance	PHONE (603) 5	24-4535	FAX (A/C, No):				
426 Main Street		melcher-presc	ott.com				
	İN	SURER(S) AFFOR		NAIC #			
Laconia NH 03246		ti Insurance C		<u> </u>			
INSURED	INSURER B : Cincinna	ati Indemnity In	s. Co.	23280			
Ski New Hampshire	INSURER C :						
PO Box 521	INSURER D :						
	INSURER E :			1			
Conway NH 03818	INSURER F :		······				
COVERAGES CERTIFICATE NUMBER: CL19812028			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY TH EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHER E POLICIES DESCRIBE N REDUCED BY PAID CI	R DOCUMENT N D HEREIN IS S LAIMS.	WITH RESPECT TO WHICH THIS				
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A ECP0329897	06/30/2018	06/30/2021	PERSONAL & ADV INJURY \$ 1,0	00,000			
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				00,000			
			Premises/Operations \$				
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)				
ANYAUTO			BODILY INJURY (Per person) \$				
OWNED			BODILY INJURY (Per accident) \$				
AUTOS ONLY AUTOS HIRED NON-OWNED			PROPERTY DAMAGE				
			(Per accident) \$				
			EACH OCCURRENCE \$				
			AGGREGATE \$				
DED RETENTION \$			PER OTH- STATUTE ER				
AND EMPLOYERS' LIABILITY Y / N			500	,000			
B OFFICER/MEMBER EXCLUDED?	06/30/2019	06/30/2020		,000			
(Mandatory in NH)							
DÉSCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$ 500	000			
				ĺ			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule,	, may be attached if more sp	pace is required)					
· ·							
CERTIFICATE HOLDER	CANCELLATION						
NH Division of Travel & Tourism Development Attn: Barbara Shea 1 Eagle Square Suite 100	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
		ſ					
Concord NH 03301		<u></u>	A. Ballon				
		© 1988-2015	ACORD CORPORATION. All rig	hts reserved.			

The ACORD name and logo are registered marks of ACORD

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301				
1.3. Grantee Name Androscoggin Valley Ch	amber of Commerce	1.4. Grantee Address 961 Main Street, Berlin, NH 03570				
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/20	Date1.7. Audit Date1.8. Grant LimitationN/AUp to \$16,617.50				
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Telephone Number 603-271-2665				
"By signing this form we cer grant, including if applicable		h any public meeting requirer	nent for acceptance of this			
1.11. Grantee Signatur	e 1.	1.12. Name & Title of Grantee Signor 1				
Haula K	hney	Executive d), REQ TOP			
 1.13. Acknowledgment: State of New Hampshire, County of , on 8/4/9 /19 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12. 1.13.1. Signature of Notary Public of Justice of the Peace 						
(Seal) Man Deleming COMMISSION EXPIRES 5-27-20						
1.13.2. Name & Title of Notary Public or Justice of the Peace						
	TUSTICE OF		· · · · · · · · · · · · · · · · · · ·			
1.14 State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution)						
By: Assistant Attorney General, On: 8 / B 2019						
1.17. Approval by Governor and Council						
By:		On: / /				

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

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Grantee Inj	tials	×	Ϋ́K			
Date 🔗	4	I P				

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire. 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B,
- attached hereto. 9.5.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Orantee the Orant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no 11. liabilities to the Grantee other than the Grant Amount. 11.1
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.2 set forth in block 1.8 of these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with 11.2. all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1.
 Agreement. As used in this paragraph, "Grantee" includes all persons, natural
- or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions. B. <u>PERSONNEL</u>.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the 12.2. Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined 12.3. effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or
 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant 12.4. 9. Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA; RETENTION OF DATA; ACCESS.
 - As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate; shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of 11.1.1 Default"):
 - 1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 1.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 1.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or

more, or all, of the following actions: Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State 3.3 determines that the Grantee has cured the Event of Default shall never be paid to
- the Grantee; and
- 1.2.4 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- . Treat the agreement as breached and pursue any of its remedies at law or in .1. equity, or both.
- TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

<u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 18. Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantce nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits,
- 15. workmen's compensation or emoluments provided by the State to its 19. employees.

ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 20.

16 subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to 22.

17. constitute a waiver of the sovereign immunity of the State, which immunity is 171 hereby reserved to the State. This covenant shall survive the termination of 23. this agreement.

INSURANCE AND BOND.

14.

The Grantee shall, at its own expense, obtain and maintain in force, or shall 17.1.1 require any subcontractor, subgrantee or assignee performing Project work to 24.

obtain and maintain in force, both for the benefit of the State, the following 17.1.2 insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement,

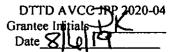


Exhibit A Scope of Services

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

Grant Deliverables:

<u>Print Advertising</u>: AVCC will promote several of their major events by advertising in local weekly publications as well as a national monthly publication. DTTD's logo will be used to co-brand items as appropriate.

<u>Online Advertising:</u> AVCC will place several online ads, incorporating brief videos, to appeal to prospective visitors by demographics, interests, and geography. DTTD's logo will be used to co-brand items as appropriate.

<u>Radio Advertising:</u> AVCC will air spots on a select radio station that reaches their target demographic. Radio spots will promote seasonal activities and events and will include mention of AVCC's website and social media accounts for more information. DTTD's logo will be used to co-brand items as appropriate.

<u>Rack Card:</u> AVCC will produce a rack card to promote summer and fall adventures and events. The card will be available at New Hampshire's Welcome Centers, AVCC member organizations, and at trade shows and events. DTTD's logo will be used to co-brand items as appropriate.

<u>Email Marketing:</u> A monthly e-newsletter, distributed 10 times a year, will be created and distributed to people that have opted in to receive information about the region. The newsletter will promote seasonal events and activities and interactive contests. DTTD's logo will be used to co-brand items as appropriate.

<u>Website:</u> AVCC plans to work with Sullivan Creative to develop design options for a homepage and subpage. The website will be developed to be viewed by, and responsive to, a variety of mobile devices. Video and imagery will be used throughout the website to showcase the area and the year-round activities and events. DTTD's logo will be used to co-brand items as appropriate.

<u>Creative Services:</u> AVCC is partnering with a marketing agency to provide professional creative services to ensure consistent branding for advertising, collateral material, and the website. Creative services include: copywriting and design for all marketing materials, media plan development and negotiation and purchase of print and online ads; and guidance on planning and scheduling social media posts for AVCC events. An SEO specialist will develop and refine the SEO strategy, implement, and monitor the Google Adwords campaign. The marketing partner will also oversee the development and creation of the new website, including the incorporation of seasonal video to the homepage will also be. DTTD's log will be used to cobrand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$16,617.50

Reimbursement requests will be invoiced by the Androscoggin Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

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

Exhibit A Scope of Services

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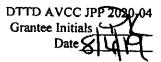
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Exhibit C Special Provisions

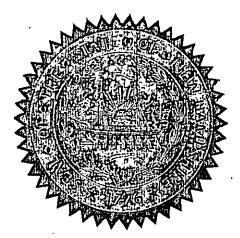
Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Androscoggin Valley Chamber of Commerce is a New Hampshire nonprofit corporation formed September 2, 1943. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

William M. Gardner Secretary of State



961 Main Street Berlin, NH 03570 603-752-6060 info@androscogginvalleychamber.com

CERTIFICATE OF AUTHORITY

I, Bronson Frizzell, President of the Androscoggin Valley Chamber of Commerce, certify that Paula Kinney, Executive Director of the Androscoggin Valley Chamber of Commerce is authorized to sign contracts on behalf of the chamber.

-Signature of President

FC:2711 inson

<u>08-06-14</u> Date



Acknowledge: STAJE OF NHI, COOS COUNTY ON 8/6/2019, Personally appeared Bronson Frizzelland Executed this day. 8/6/2019 Jeolid & Flower Justice of the prace

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© 1988-2015 ACORD CORPORATION. All rights reserved.

OP ID: NI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

					08	V06/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED							
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the contificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301				
1.3. Grantee Name Hampton Area Chamber	of Commerce	1.4. Grantee Address 1 Lafayette Road, Hampton, NH 03843				
1.5. Effective Date G&C Approval	1.6. Completion Date 09/08/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$2,000.00			
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Telephone Number 603-271-2665				
"By signing this form we cer grant, including if applicable	• -	th any public meeting requirer	nent for acceptance of this			
1.11. Grantee Signatur	e 1 -	1.12. Name & Title of Grantee Signor 1 Low B. NyhAN, Resident				
1.13. Acknowledgment: State of New Hampshire, County of $\beta < k_1 \sim \gamma + 4 \sim \gamma$, on $Mo = \gamma < S/5 / 1/9$, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.						
1.13.1. Signature of No (Seal)	tary Public or Justice of					
1.13.2. Name & Title of Notary Public or Justice of the Peace My Commission Expires March 22, 2022 Russell BRIDLE						
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: 8/13/2015						
1.17. Approval by Governor and Council						
By:		On: / /				

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

DTTD HACC JPP 2020-05 Grantee Initial

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.1
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

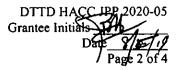
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- . Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

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



any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

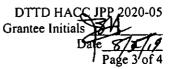


Exhibit A Scope of Services

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

Grant Deliverables:

<u>Online/Website YouTube</u>: HACC will work with MediaLink to produce a promotional video highlighting the excitement and fun of the Hampton Beach Seafood Festival. Digital TV Marketing on YouTube will target the geography and age demographic to attract more visitors to the festival. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$2,000.00

Reimbursement requests will be invoiced by the Hampton Area Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

There are no special provisions to this contract.

DTTD HACC	<u>I</u> RI	P 21)20	-05
Grantee Initials		KI	Ĺ	-
Date		8	5	10
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HAMPTON AREA CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 21, 1940. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62299 Certificate Number: 0004188619



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of September A.D. 2018.

William M. Gardner Secretary of State



47 Winnacunnet Road Hampton, NH 03842-2122 Phone: 603-926-8718 info@hamptonchamber.com www.hamptonchamber.com

CERTIFICATE OF AUTHORITY

I, Kimberly Heintzelman, Chairperson of the Hampton Area Chamber of Commerce Board of Directors, certify that John B. Nyhan, President, is authorized to sign contracts on behalf of the organization,

Signature of Kimberly Heintzelman

Chairperson of the Hampton Area Chamber of Commerce Board of Directors

eintze Wik

Print Name

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Date

DRall

RUSSELL D. BRIDLE, Notary Public My Commission Expires March 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (NOW DOMYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
this certificate does not confer rights to	the c	ərtifi	cate holder in lieu of such				, · · , ·		
PRODUCER				NAME:		ackson AAI			
Tobey & Merrill Insurance				AC'N	, Ext); (603) 9.		(A/C, No);	(603) 8	26-2135
20 High Street				ACCR	ss: edward@	tobeymerrill.co	m`		
							ING COVERAGE		NAIC # .
Hampton			NH 03842-2214	INSURE	RA: Hartford				29424
INSURED				INSURE	· · · ·	ty Mutual			
Hampton Area Chamber Of					RC: ARCH In	surance			
47 Winnacunnet Ro				INSURE			• .	,	
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COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES OF				Lieeum		· · · ·	REVISION NUMBER:	BIOD	· · ·
INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH P	IREME	INT, T He in	ERM OR CONDITION OF ANY ISURANCE AFFORDED BY TH	CONTR	ACT OR OTHE	R DOCUMENT	WITH RESPECT TO WHICH	THIS	
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			04SBAUM4976		07/23/2019	07/23/2020	PERSONAL & ADV INJURY	s 2,00	0,000
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							PRODUCTS - COMPIOP AGG	\$ 4,00	0,000
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 2,00	0,000
ANT AUTO							BODILY INJURY (Per person)	\$	
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HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per eccident)	\$	
								\$	
							EACH OCCURRENCE	\$	
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DED RETENTION \$								\$.	
WORKERS COMPENSATION									
ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA		WC531S616909-019		08/02/2019	08/02/2020	E.L. EACH ACCIDENT	s. ⁵⁰⁰ ,	
(Mandatory in NH)							E L. DISÉASE - EA EMPLOYEE	s 500,	
If yes, describe under DESCRIPTION OF OPERATIONS below	 						E.L. DISEASE - POLICY LIMIT	s 500,	
Professional Liability	[Directors & Officers		0,000
			NFP0129507-01		11/07/2018	11/07/2019	Employment Practices	1,00	0,000
	l							l	• • • • • • • • • • • • • • • • • • • •
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
				CANO	ELLATION		· · · · · · · · · · · · · · · · · · ·	· · · · ·	
CERTIFICATE HOLDER New Hampshire Division of Travel & Tourism Development 1 Eagle Square Suite #100					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Concord			NH 03301				and a		
	<u>. </u>	<u> </u>	······			D 1988-2015	ACORD CORPORATION		hts reserved

The ACORD name and logo are registered marks of ACORD

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

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1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301							
1.3. Grantee Name Twin Mountain Chamber	of Commerce	1.4. Grantee Address PO Box 194, Twin Mountai	n, NH 03595						
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$14,374.56						
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number						
"By signing this form we cert grant, including if applicable	• •	any public meeting requireme	ent for acceptance of this						
1.11. Grantee Signatur COVOL Carlson	A (1.12. Name & Title of G Carol Carlson Cur							
8 16 Life perfore the un 1.12 to France (or s 1.5 S. and acknowledge	1.13. Acknowledgment: State of New Hampshire, County of 2005, on 8/6 2442 before the undersigned officer, personally appeared the person identified in block 1.12. Knowledged (or satisfactorily proven) to be the person whose name is signed in block 1.12. And acknowledged that he executed this document in the capacity indicated in block 1.12.								
1332 HOLANGE SIGO	Etersin Notary	of the Peace							
1.14. State Agency	bignature(s)	1.15. Name & Title of Taylor Caswell, Comr	f State Agency Signor(s) nissioner						
1.16. Approval by Atto	rney General (Form, Sut	ostance and Execution)							
By: Star	Assistant	Attorney General, On:	8 13 12019						
1.17. Approval by Gov	1.17. Approval by Governor and Council								
By:		On: / /							

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

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DTTD TMCC JPP 2020-06 Grantee Initials <u>COC</u> Date <u>8-6-19</u> Page 1 of 4

- AREA COVERED. Except as otherwise specifically provided for herein, the 3. Grantee shall perform the Project in, and with respect to, the State of New Hampshire. 9.2.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 41 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 4.2. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5 GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, 5.1. 9.5. attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 53 the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or 11.1.1 actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these 11.1.2 general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including 11.2.1 the acquisition of any and all necessary permits.
- **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date seven (7) years after the Completion Date, 7.2. at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to 11.2.3 matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, 11.2.4 materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in 12. this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, 12.1. controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
 - PERSONNEL
- The Grantee shall, at its own expense, provide all personnel necessary to perform 8. 8.1. the Project. The Grantee warrants that all personnel engaged in the Project shall
- be qualified to perform such Project, and shall be properly licensed and authorized 12.2. to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to 8.2
- perform the Project, to hire any person who has a contractual relationship with the 12.3. State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of 8.3. any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final. DATA: RETENTION OF DATA: ACCESS
- As used in this Agreement, the word "data" shall mean all information and things
- 9.1. 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, 13. formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsnever
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

- EVENT OF DEFAULT: REMEDIES.
- n.c Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default");
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement,
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.

12.4.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the

Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default; has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
 - DTTD TMCC JPP 2020-06 · Grantee Initials CCC Date 8-0 Page 2 of 4

approval of the undertaking or carrying out of such Project, shall participate in 17.2. any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. <u>GRANTEE'S RELATION TO THE STATE</u>. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the 18. Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. <u>ASSIGNMENT AND SUBCONTRACTS</u>. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State. 20.
- 16. <u>INDEMNIFICATION</u>. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of 21. any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement. 22.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 7.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. <u>WAIVER OF BREACH</u>. No failure by the State to enforce any provisions hereof
- 8. after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by 20. an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

<u>CONSTRUCTION OF AGREEMENT AND TERMS</u>. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

<u>THIRD PARTIES</u>. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

- ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

DTTD TMCC HACC JPP 2020-06 Grantee Initials (10) Date 8-10-

Exhibit A Scope of Services

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

Grant Deliverables:

<u>Print Advertising</u>: TMCC will advertise in two New Hampshire publications to promote the entire northern region by highlighting year-round activities. DTTD's logo will be used to co-brand items as appropriate.

<u>Online Advertising</u>: TMCC will use targeted, concentrated online advertising to reach audiences primarily outside of New Hampshire. Google AdWords, Facebook, and Instagram will be used to promote seasonal activities in the region. DTTD's logo will be used to co-brand items as appropriate.

<u>Brochure/Rack Card Printing & Distribution</u>: TMCC will update the 8-page brochure, which highlights the chamber's year-round family attractions, outdoor activities, events, lodging, dining, and related services. The brochure will feature images and links to the chamber's website and social media accounts. The brochure will be distributed to the chamber's members and New Hampshire Welcome Centers. A new rack card will be created and distributed to chamber's members and additional locations in the region. DTTD's logo will be used to co-brand items as appropriate.

<u>Creative Services</u>: TMCC will work with Sullivan Creative. Services include: copywriting and design for all marketing materials, media plan development and negotiation and purchase of print and online ads; planning, scheduling and implementing of social media marketing; and working towards the development of an email-marketing program. An SEO specialist will implement and monitor the google AdWords campaign. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$14,374.56

Reimbursement requests will be invoiced by the Twin Mountain Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

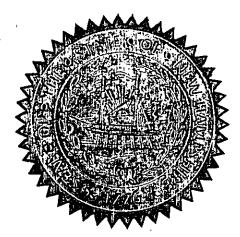
Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$500,000 for any one incident.

DTTD TMCC JPP 2020-06 Grantee Initials <u>LLC</u> Date <u>8-6-19</u>

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 TWIN MOUNTAIN CHAMBER OF COMMERCE is a New Hampshire nonprofit corporation formed June 19, 1979. 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 4th day of April A.D. 2016

William M. Gardner Secretary of State



PO Box 194, Twin Mountain, NH 03495

Certificate of Authority

I, Colleen Sampson, Vice President and Board Member of the Twin Mountain Chamber of Commerce (DBA Twin Mountain-Bretton Woods Chamber of Commerce), certify that Carol Carlson Cunningham is authorized to sign the contract on behalf of the organization.

Colleen Sampson, Vice President/Board Member

218 Notarized by:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/05/2019

CI BI	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.									
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th	is certificate does not confer rights to	the c	certifi	cate holder in lieu of such						
PRO	DUČER				CONTAC NAME:	CT Vicki Gerr	nain			
Geo	M Stevens & Son Co				PHONE (A/C. No	, Ext): (603) 44	14-2911	FAX (A/C, No): (E	503) 4	44-2813
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-	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	100.	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	500,	000
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The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address1 Eagle Square, Suite 100, Concord, NH 03301						
1.3. Grantee Name Mount Washington Valle Commerce	ey Chamber of	1.4. Grantee Address 2617 White Mountain Highway, PO Box 2300, North Conway, NH 03860						
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$26,181.86					
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this					
1.1. Grantee Signatur	eft	1.12. Name & Title of G	-					
hiritsaw	ford_	JANILE CRAWFORT) Exe DU					
872 1/9, before the und known to me (or satisfa acknowledged that he e	1.)3. Acknowledgment: State of New Hampshire, County of Carroll, , on 872/19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.							
(Seat)/2	tary Public of Tustice of	(ine reace)						
1.122 Name & Title of TAD FUR Tad	F Notary Public or Justic	e of the Peace	1/13/2011					
1.14. State Agency Sig	nature(s)	1.15. Name & Title of St Taylor Caswell, Commi	ate Agency Signor(s)					
1.16. Approval by Atto	ornyy General (Form, Sul	bstance and Execution)	•					
By: MA	Assistant	Attorney General, On: 8	131205					
1.17. Approval by Gov	ernor and Council							
By:		On: / /						

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

DTTD	MWVCC	JPP	2020-07
Grante	e Initials	1	W/
Date	9/2	f 10	
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- <u>AREA COVERED</u>. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9:3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4, connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

- <u>CONDITIONAL NATURE OR AGREEMENT</u>. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- .1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 1.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 1.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - 2. TERMINATION.
 - 2.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 2.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE. In the performance of this
- Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 14. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 15. subgranted by the Grantee other than as set forth in Exhibit A without the prior
 - INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless
- the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, 16. liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the 22. State. This covenant shall survive the termination of this agreement.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. INSURANCE AND BOND. 17.
- require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following 17.1
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and 17.1.1
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury 17.1.2
- or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the
 - provisions hereof upon any further or other default on the part of the Grantee. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses
 - 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 20 such amendment, waiver or discharge by the Governor and Council of the State of
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this

Agreement or to be used in determining the intend of the parties hereto. THIRD PARTIES. The parties hereto do not intend to benefit any third parties

- and this Agreement shall not be construed to confer any such benefit. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entir agreement and understanding between the parties, and supersedes all pric
 - agreements and understandings relating hereto. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C here are incorporated as part of this agreement.

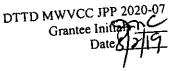


Exhibit A Scope of Services

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

Grant Deliverables:

<u>Public Relations</u>: MWVCC will work in collaboration with Maynely Marketing to develop and execute public relations campaigns with national, region and local media. About the Snow and The Meteorology Report, both weekly newsletters will also be created to provide visitors with current weather/skiing condition information as well as ski resort key events and special deals of the week. DTTD's logo will be used to cobrand items as appropriate.

<u>Print Advertising</u>: MWVCC will place ads in local newspapers, magazines, and guides to highlight local attractions, dining, and other key events to promote and increase visitor traffic in the Mt. Washington Valley area. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$26,181.86

Reimbursement requests will be invoiced by Mt. Washington Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

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

State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 360405 Certificate Number : 0004031724



IN TESTIMONY WHEREOF,

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

William M. Gardner Secretary of State

ú



CERTIFICATE OF AUTHORITY

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

Signature of Executive Board Member

CHR15TOPHER BE

Print Name

2019 2.

Date

www.mtwashingtonvalley.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	0/25/2019								
CI BI	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.								
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	PO Box 2300			INSURE	RD:				
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	Office of Business & Economic A	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	Development			AUTHO	RIZED REPRESE	NTATIVE			
	1 Eagle Square, Suite 100						A DELLA		
	Concord		NH 03301			C	Torn to and		

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The ACORD name and logo are registered marks of ACORD

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301						
1.3. Grantee Name Lakes Region Tourism A	ssociation	1.4. Grantee Address PO Box 737, 67 Laconia Ro	l, Suite 1, Tilton NH 03276					
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$101,907.00					
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable		th any public meeting requirem	nent for acceptance of this					
1.11. Grantee Signatur Kink	el Sem	1.12. Name & Title of G Kimberly SSperi						
1.13. Acknowledgment 8/06/19, before the und known to me (or satisfa acknowledged that he e	: State of New Hampshin lersigned officer, persona ctorily proven) to be the	re, County of Belkna fally appeared the person is person whose name is sign the capacity indicated in the Peace	identified in block 1.12., red in block 1.11., and block 4.12. slow :					
(Seal) COMMISSION 1.13.2. Name & Title of Notary Public or Justice of the Peace Commission First State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner								
1.16. Approval by Atto By: Salab	1.16. Approval by Attorney General (Form, Substance and Execution)							
1.17. Approval by Gov	··	· · · · · · · · · · · · · · · · · · ·						
By:	•	On: 7 /						

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

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Grante	e Initials 453	
Date	8/6/19	

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT,
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8 PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

9.5.

- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- <u>TERMINATION</u>.
- 2.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 1.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee,

and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date	8/0/19

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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Grantee	Initialș _	455
Date	8/6	19

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to the Lakes Region Tourism Association (LRTA) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

National Worldwide Lakes Region Tourism Association: LRTA will use printed and online advertising to promote the Lakes Region as a year round destination. The Map and Guide will be distributed at domestic tradeshows, international tradeshows, and distributed in the Northeast and Canada. A focus to increase traffic to the website and on social media channels will highlight this year's campaign. LRTA will contract with Hawthorn Creative to produce campaigns which will allow LRTA to relay a consistent message. Additional interactive itineraries and social media advertising will be developed to drive additional traffic. A monthly blog will be produced to enhance the email campaign DTTD's logo will be used to co-brand items as appropriate.

<u>Northeast With White Mountain Attractions</u>: LRTA will work with the White Mountain Attractions Association to promote the Lakes Region through advertising media and direct interaction at consumer shows. Billboard and print advertising will be designed to expand and strengthen brand awareness and to generate leads. The presence at travel shows allows LRTA to communicate directly with consumers and to continue outreach. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Lakes Region Tourism Association is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$101,907.00

Reimbursement requests will be invoiced by the Lakes Region Tourism Association within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

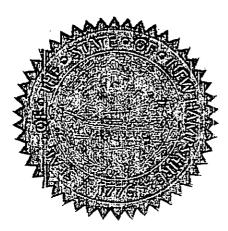
Exhibit C Special Provisions

There are no special provisions to this contract.

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lakes Region Tourism Association is a New Hampshire nonprofit corporation formed May 20, 1936. 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 28th day of July A.D. 2015

William M. Gardner Secretary of State

PO Box 737 - 67 Laconia Rd., Suite 1 Tilton, NH 03276



(603) 286-8008 | www.lakesregion.org

Certificate of Authority

I, Rob Arey, President of the Lakes Region Tourism Association certify that Amy L. Landers and Kimberly S. Sperry are authorized to sign contracts on behalf of the organization.

Signature of President

Robert ARey

Print Name

7/31/2019

Date

000**Notary Public** TOWNHULLING ST. EW HA Signature Sponsors: NEW HAMPS IN EMPLOYIES **CLEARCHOICE MD**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2019

										10/12010	
CI BI Ri	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.										
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s).										
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208	8 Union Avenue	•			ADORE	e. Ben@hpπ	ninsurance.con				
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	Lakes Region Tourism Associati	on			INSURE	RC: National	Casualty Co				
	PO Box 737				INSURE	R D :					
					INSURS	R E :					
	Tilton			NH 03276	INSURE	<u>RF:</u>					
_				NUMBER: CL198727180				REVISION NUMBER:			
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С	Directors and Officers			EK03249635		03/14/2018	03/14/2020				
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	NH Division of Travel & Tourism Development					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	1 Eagle Square				AUTHO	ZED REPRESEN	TATIVE				
	Concord			NH 03301				Bet			

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

GENERAL PROVISIONS

1. Identification and Definitions.

. . .

1.1. State Agency Name Department of Business		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301						
1.3. Grantee Name Lincoln-Woodstock Cha	mber of Commerce	1.4. Grantee Address PO Box 1017, Lincoln, NH 03251						
1.5. Effective Date G&C Approval	1.6. Completion Date 09/30/20	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$62,699.76					
1.9. Grant Officer for S Hilary Denoncourt	State Agency	1.10. State Agency Tel 603-271-2665	lephone Number					
"By signing this form we ce grant, including if applicad	rtify that we have complied wi le RSA 31:95-b."	th any public meeting requir	ement for acceptance of this					
1.1. Grantee Signatu	idn	1.12. Name & Title of Grantee Signor 1 Kimberly Pickering Burgutu Diech						
	1.13. Acknowledgment: State of New Hampshire, County of , on , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.							
/ / , before the und known to me (or satisfa	ersig ned officer, persona actorily proven) to be the	lly appeared the person person whose name is si	identified in block 1.12., igned in block 1.11., and					
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2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

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- <u>AREA COVERED</u>. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no 11. liabilities to the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.2 set forth in block 1.8 of these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.</u> In 11.1.4 connection with the performance of the Project, the Grantee shall comply with 11.2. all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the 12.2. Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined 12.3. effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant 12.4.
- 9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of 11.1.1 Default"):

- 1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or
- 2.1 more, or all, of the following actions: Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after 2.2 giving the Grantee notice of termination; and
- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State .2.3 determines that the Grantee has cured the Event of Default shall never be paid to the Grantee: and
- 1.2.4 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in .1. equity, or both.

TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

<u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this 18. Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers. employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits,
- workmen's compensation or emoluments provided by the State to its 19. 15. employees.

ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 20.

subgranted by the Grantee other than as set forth in Exhibit A without the prior 16. written consent of the State.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to 22.

constitute a waiver of the sovereign immunity of the State, which immunity is 17. 17.1 hereby reserved to the State. This covenant shall survive the termination of 23.

this agreement. INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to 24.

- 17.1.1 obtain and maintain in force, both for the benefit of the State, the following
- 17.1.2 insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to the Lincoln-Woodstock Chamber of Commerce DBA Western White Mountains Chamber of Commerce (LWCC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Winter Destination Marketing</u>: LWCC will promote the Western White Mountains by using online/website, television advertising and print advertising to promote lodging properties and highlight the region as a winter vacation destination. DTTD's logo will be used to co-brand items as appropriate.

<u>Summer Destination Marketing</u>: LWCC will create a digital campaign featuring text, display, and video ads placed on Google, Yahoo/Bing, and distributed through ad-network display retargeting on Facebook and on a mobile platform. LWCC will run two sets of ads, "Family Focused" and "Adventure", displayed to retarget and drive visitors to the website. A summer TV ad campaign will focus on a ""stay and play" message highlighting winter adventures, lodging, and dining. GeoTargeted Video ads will also be used to reach visitors on their laptops, desktops, and mobile platforms. DTTD's logo will be used to co-brand items as appropriate.

<u>Year-round Destination Marketing</u>: The Western White Mountains Area Map & Guide will anchor the 2020 marketing campaigns. Activities, restaurants, shops, and lodging options will be highlighted in the publication. The Map & Guide will be distributed year-round to all State of NH Welcome Centers and Best Read Guide brochure racks in the Lakes and White Mountains regions. The Map & Guide will also be distributed to locations in Boston as well as locations throughout Massachusetts and Rhode Island. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Lincoln-Woodstock Chamber of Commerce is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award: \$62,699.76

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Reimbursement requests will be invoiced by the Lincoln-Woodstock Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

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

DTTD LWCC JPP 2020-09 Grantee Initials V Date <u>GI21</u>

Page 4 of 4

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Page 4 of 4

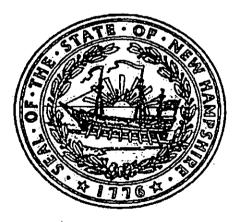
DTTD LWCC JPP 2020-09 Grantee Initials _____ Date _____

State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LINCOLN-WOODSTOCK CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 10, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 86780 Certificate Number: 0004520888



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 29th day of May A.D. 2019.

William M. Gardner Secretary of State



CERTIFICATE OF AUTHORITY

I, Roy Whitaker, President of the Lincoln Woodstock Chamber of Commerce (d.b.a. Western White Mountains Chamber of Commerce), certify that Kimberly Pickering is authorized to sign contracts on behalf of the organization.

august 12, 2019

Roy Whitaker, President

8./12/19

Date

Cheryf M. Bourassa

CHERYL M. BOURASSA, Notary Public State of New Hampshire My Commission Expires May 4, 2021

ACORD CERTIFICATE OF LIABILITY INSURANCE							(MM/DD/YYYY) W09/2019				
C B R	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.										
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	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Comp is for the state of NH. Molty Mahar, Paula Rodger & Roy Witaker are excluded officers. There are no other excluded officers or members.										
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CE	CERTIFICATE HOLDER CANCELLATION										
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN NH Division of Travel & Tourism ACCORDANCE WITH THE POLICY PROVISIONS.										
1	PO Box 1856										
	Concord NH 03302 Automatice Representative Automatice Representative										

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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301			
1.3. Grantee Name Chamber Collaborative o	f Greater Portsmouth	1.4. Grantee Address PO Box 239, 500 Market St., Portsmouth, NH 03802			
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/20	1.7. Audit Date N/A1.8. Grant Limits Up to \$46,257.4			
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Telephone Number 603-271-2665			
"By signing this form we cer grant, including if applicable	tify that we have complied with RSA 31:95-b."	th any public meeting require	ment for acceptance of this		
LED Grantee Signatur		1.12: Name & Title of Grantee Signor 1 Vakrie Rochon President			
8/ G/19, before the und known to me (or satisfa	lersigned officer, persona ctorily proven) to be the p	re, County of ROCkingham, on ally appeared the person identified in block 1.12., person whose name is signed in block 1.11., and the capacity indicated in block 1.12.			
1.13.1. Signature of Not (Seal)	tary Public or Justice of a	be Peace DIANE J COCHRAN Notary Public - New Hampshire			
	Notary Public or Justice	My Commission Expires Dec 5, 2023			
1.14. State Agency Sign	nature(s)	1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner			
1.16. Approval by Attor	ney General (Form, Sub	stance and Execution)			
By:	- Assistant A	Attorney General, On: 8 / 13/ 2019			
1.17. Approval by Gove	ernor and Council		• •		
By:		On: / /			

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

DTTD CCGP JPP. 2020-10 Grantee Initials

- <u>AREA COVERED</u>. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become
- effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
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- <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. <u>PERSONNEL</u>.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

DTTD CCGP JF Grantee Initials) Date 8/6/2019

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14 Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15 otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any, and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement. 22.
- 17. INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all .24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident: and

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

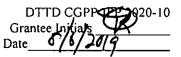


Exhibit A Scope of Services

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

Grant Deliverables:

<u>Official Map</u>: CCGP will contract to print the 2019-2020 Official Map of Portsmouth and the Seacoast. This map will be used to target primary geographic markets in New Hampshire, Massachusetts and Maine. CCGP will also contract with brochure distribution vendors who will distribute the map to all NH State Welcome Centers, to locations throughout the Seacoast, and information centers and transportation centers in the Boston area. DTTD's logo will be used to co-brand items as appropriate.

<u>Harbor Guide</u>: CCGP will contract with White Mountains Attractions to distribute the Harbor Guide. This collateral piece is an annual piece used to promote the Seacoast as a year-round destination and lists the many opportunities to experience at the Seacoast. The guide provides information on where to play, stay, shop, dine, and lists local visitor services. DTTD's logo will be used to co-brand items as appropriate.

<u>Consumer ENewsletter</u>: The CCGP monthly e-newsletter will promote Seacoast events and news, with call to actions to register for events, book hotel rooms and visit the GoPortsmouthNH website. DTTD's logo will be used to co-brand items as appropriate.

<u>Consumer Travel Shows</u>: CCGP will have a booth at the New York Times Travel Show and at the AAA Travel Show at Gillette Stadium in Foxboro, MA. CCGP will promote culinary attractions, tax-free shopping and arts, culture and history and provide print collateral for travelers planning to visit Portsmouth and the State of New Hampshire. DTTD's logo will be used to co-brand items as appropriate.

<u>Canadian Market</u>: CCGP will distribute brochures to five of Canada's key travel trade, media and consumer holiday shows in Quebec and Ontario. Portsmouth and The Seacoast will also have a live link from netc.com and will advertise in the East Coast Traveler magazine. DTTD's log will be used to co-brand items as appropriate.

<u>Public Relations</u>: CCGP will contract with Sullivan Communications to promote Portsmouth and the Seacoast as a year-round destination that offers diverse activities and events. Sullivan Communications will assist CCGP with press initiatives/media in Boston, Montreal, Connecticut, and New York City. DTTD's logo will be used to co-brand items as appropriate.

<u>Discover New England</u>: CCGP will attend the Discover New England Summit & International Marketplace to promote CCGP and their members. DTTD's logo will be used to co-brand items as appropriate.

<u>GoPortsmouthNH.com</u>: CCGP will use Facebook Boosted Posts, Facebook Ads, and Instagram posts to highlight Portsmouth area events. Through this plan, visitors will be connected to the GOPortsmouthNH.com website. DTTD's logo will be used to co-brand items as appropriate.

<u>Search Engine Optimization</u>: To maximize the potential of the CCGP website, CCGP will contract with vendors who will conduct a technical SEO review for any web development issues, a backlink review, and solicit recommendations for best practices for on-page SEO, keyword research, and future-proofing to ensure lasting results to Google's algorithm changes for local search. DTTD's logo will be used to co-brand items as appropriate.

<u>Yankee Magazine Advertising</u>: CCGP will advertise in Yankee Publishing Magazine promoting the Seacoast area. DTTD's logo will be used to co-brand items as appropriate.

<u>Website Functionality Design</u>: CCGP will be working with Darci Creative to enhance and improve the user experience through increased functionality and site speed. Social media ads will be created to highlight the new enhancements. DTTD's logo will be used to co-brand items as appropriate.

<u>Seacoast Brewery Map</u>: More than twenty new small brew operations have popped up in the Seacoast region. CCGP will print and distribute a Seacoast Brewery Map for use and distribution at seven interstate rest areas closest to the seacoast. DTTD's logo will be used to co-brand items as appropriate.

<u>Culinary Destination</u>: Restaurant Week Portsmouth and Hit the Decks events promote dining in the Seacoast region as well as shopping, gallery hopping, theatre performances, and the area's diverse array of activities. CCGP will use Facebook, Instagram, along with online, print, and radio advertising, posters and rack cards to promote these events. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$46,257.42

Reimbursement requests will be invoiced by the Chamber Collaborative of Greater Portsmouth within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

There are no special provisions to this contract.

Page 5 of 5

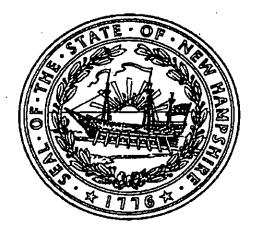
DTTD CCGP JPP Grantee Initials

State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 65117 Certificate Number: 0004427708



IN TESTIMONY WHEREOF,

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

William M. Gardner Secretary of State

The Chamber ______ COLLABORATIVE of Greater Portsmouth

CERTIFICATE OF AUTHORITY

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

Signature of

Lisa Gainty, Chair, The Chamber Collaborative of Greater Portsmouth August 6, 2019

Diane/ Coehran 8419

DIANE J COCHRAN Notary Public - New Hampshire My Commission Expires Dec 5, 2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) .

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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.										
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PRODUCER CONTACT Peggy Foote										
Pick Strategies Company PHONE (603) 778, 8085										
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2019

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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OF SURANCE ND THE C	NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTE	ND OR ALTE	ER THE CO' BETWEEN T	VERAGE AFFORDED BY TH HE ISSUING INSURER(S), A	E POLICIES UTHORIZED		
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Tom Honan c/o Hays Companies of New I	England		NAME: PHONE	(617)7	23-7775	FAX (A/C, No); (617)	723-5155		
133 Federal Street			I E-MAIL		23-1113	(A/C, No); (017)	723-0130		
Second Floor			ADDRESS:						
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The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a	and Economic Affairs	1.2. State Agency Address1 Eagle Square, Suite 100, Concord, NH 03301						
1.3. Grantee Name North Country Chamber	of Commerce	1.4. Grantee Address 104 Main Street, Suite 206, Colebrook, NH 03576						
1.5. Effective Date G&C Approval	1.6. Completion Date 10/31/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$25,000.00					
1.9. Grant Officer for S Hilary Denoncourt	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable		th any public meeting requirer	nent for acceptance of this					
1.11. Grantee Signatur	e f	1.12. Name & Title of G Jodi Gilbert	rantee Signor 1 <u>Executive Di<i>rect</i>er</u>					
1.13. Acknowledgment: State of New Hampshire, County of COUS , on 8.42-19 / / , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.								
• • • • • • • •	tary Public or Justice of	Notary F	ELLY J. GROVER Public - New Hampshire					
1.13.2. Name & Title of Notary Public or Justice of the Peace								
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner								
1.16. Approval by Attorney General (Form, Substance and Execution)								
By: Assistant Attorney General, On: 8 / B/ 2019								
1.17. Approval by Governor and Council								
By: On: / /								

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

DTTD NCCC JPP 2020-11 Grantee Initials Date

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- <u>RECORDS and ACCOUNTS.</u>
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. <u>PERSONNEL</u>
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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Exhibit A Scope of Services

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

Grant Deliverables:

<u>Go North Long Feature Film</u>: NCCC will work with Fuel Media/Lighthouse Media Solutions) & Explore New England to script a "Go North" long form feature film to showcase the wide variety of outdoor activities in the North Country. The film will be produced by ENE Films and Northwoods Collective and will debut on New England Sports Network – NESN. The film will also be promoted on FuelMedia's online platforms and print. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$25,000.00

Reimbursement requests will be invoiced by the North Country Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2020. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C Special Provisions

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

State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 368368 Certificate Number: 0004163965



IN TESTIMONY WHEREOF.

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

William M. Gardner Secretary of State



CERTIFICATE OF AUTHORITY

I, <u>Laurie Daley</u> hereby certify that I am duly elected President of <u>North Country Chamber of Commerce</u>, Inc.

I hereby certify the vote taken at a meeting of the Board of Directors of the corporation duly called and held on <u>September 5, 2018</u>, at which a quorum of the Board was present and voting.

Authorizing <u>Jodi Gilbert</u> on behalf of the Corporation to apply for NH JPP funds for the <u>North Country Chamber of Commerce</u> and further authorizing said person to execute any documents which may be necessary for the process.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of <u>August 7, 2019</u> and that <u>Jodi Gilbert</u> is the duly elected <u>Executive</u> <u>Director</u> of this corporation.

Respectfully:

Date: 8-7-2019 President of the Corporation State of New Homoshike County of Coos This record was acknowledged before me on <u>۲ - ۲ ۲۰۰۹</u>(date) by _____(name(s) of individuals. KELLY J. GROVER Notary Public - New Hampshire My Commission Expires June 15, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2019

C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED											
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on												
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) State of New Hampshire Division of Travel and Tourism is included as additional insured on General Liability when required by written contract.												
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