

LA DW



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

May 19, 2014

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

*Retroactive*

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into **RETROACTIVE** contract amendment with one (1) caterer shown below to provide commission-based non-exclusive catering services at the Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park by extending the completion date to March 31, 2017 from the original completion date of March 31, 2014. The original contracts were approved by Governor and Executive Council on April 17, 2013, Item #69, and May 1, 2013, Item #58, and contract amendments for 3 caterers were approved on April 23, 2014, Item #55, and 1 caterer on May 8, 2014, Item #52. No State Funds

Company Name	City / State
Bill Foster's Down East Clambake, Inc.	York, Maine 03909

**EXPLANATION**

Last spring, the Governor and Executive Council gave approval to the Division of Parks and Recreation to enter into multiple caterer contracts to provide services to individuals and organizations that rent the Oceanfront Pavilion or South Pavilion Conference Room. Allowing these caterers to serve at this site has allowed multiple businesses to have access to the facility as well providing a wide variety of catering options for events. To continue to offer this same package program, the Division is now seeking to properly extend the existing contracts for another 3-year period. Therefore, the Division is respectfully requesting retroactive approval to amend the timeframe of the catering contracts.

All five (5) caterers were contacted on March 12<sup>th</sup> to determine if they were interested in extending the contract for a term of three years. All 5 caterers have signed a contract amendment; however, only 4 caterers have submitted the required documentation needed for approval. The contract amendment for the fifth caterer is now submitted. As agreements for the current caterers are in place, the original qualification based request for proposal will be re-issued to allow additional caterers to participate.

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

Respectfully submitted,

Concurred,

\_\_\_\_\_  
Phillip A. Bryce  
Director

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

JJR/PAB/lml





AMENDMENT OF CONTRACT AGREEMENT

The Department of Resources and Economic Development, Division of Parks and Recreation and Bill Foster's Down East Clambake, Inc. mutually agree to amend their contract originally approved by the Governor and Executive Council on April 17, 2013, Item #69.

1. Amend original contract end date of March 31, 2014 to March 31, 2017;
2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

[Signature]  
Witness

[Signature]  
Jeffrey J. Rose, Commissioner  
Department of Resources and  
Economic Development

5/20/14  
Date

[Signature]  
Witness

[Signature]  
Philip A. Bryce, Director  
Division of Parks and Recreation

4-6-14  
Date

[Signature]  
Witness

[Signature]  
Kevin Tacy  
Bill Foster's Down East Clambake, Inc.

3/31/14  
Date

Approved as to form, substance and execution:

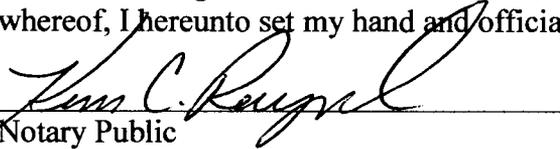
[Signature]  
Attorney General

5/20/14  
Date



STATE OF MAINE  
COUNTY OF YORK

On this the 31 day of MARCH, 2014, before me KEVIN TACY, the undersigned officer, personally appeared AT YORK, ME, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

  
Notary Public

**Kevin C. Raymond**  
Notary Public, State of Maine  
My Commission Expires April 11, 2017

My Commission Expires: 4-11-2017



# 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 Bill Foster's Down East Clambake, Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 3, 2013. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**Bill Foster's Down East Clambake, Inc**  
**Certificate of Vote/Authority**  
**March 31, 2014**

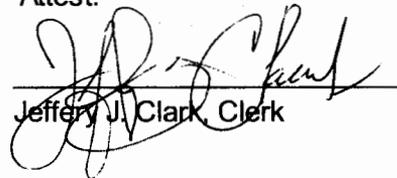
I, Jeffery J. Clark, hereby certify that I am the duly elected Clerk of Bill Foster's Down East Clambake, Inc. (This corporation also operates under the Assumed name of: Foster's Downeast Clambake.)

I hereby certify that the Board of Directors of the Corporation consented to authorize Kevin Tacy, as President, to sign all documents necessary on behalf of the Corporation. This authorization, which is consented to without the formality of convening a meeting, shall have the same force and effect as if taken at a special meeting of the Directors duly called and constituted pursuant to the Corporation's By-Laws and the laws of the State of Maine.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 31, 2014, and that Kevin Tacy is duly elected President respectively of the Corporation

Date: March 31, 2014

Attest:

  
Jeffery J. Clark, Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/8/2014

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

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

<b>PRODUCER</b> Chalmers Insurance Group - York 286 York Street PO Box 468 York ME 03909	<b>CONTACT NAME:</b> Pamela Fuller <b>PHONE (A/C No. Ext):</b> (207) 363-3200 <b>FAX (A/C No.):</b> (207) 363-1023 <b>E-MAIL ADDRESS:</b> pfuller@ChalmersInsuranceGroup.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Patriot Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Frankenmuth</td> <td>13986</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Patriot Insurance Company		INSURER B: Frankenmuth	13986	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Bill Foster's Downeast Clambake, Inc. P. O. Box 486 York Harbor ME 03911														

**COVERAGES**                      **CERTIFICATE NUMBER:** CL144813594                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP6058127	4/8/2014	4/8/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA 6058127	4/8/2014	4/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State of NH - DRED South Seacoast & Regional Parks PO BOX 606 Rye Beach, NH 03871	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Pamela Fuller/PF <i>Pamela J. Fuller</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/17/2014

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

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

<b>PRODUCER</b> PEOPLES UNITED INS AGENCY INC/PHS  301 WOODS PARK DRIVE CLINTON NY 13323		<b>CONTACT NAME:</b> PHONE (A/C No., Ext.): (866)467-8730 FAX (A/C No.): E-MAIL ADDRESS:	
<b>INSURED</b> BILL FOSTER'S DOWNEAST CLAMBAKE INC  PO BOX 486 YORK HARBOR ME 03911		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: HARTFORD UNDERWRITERS INS CO NAIC # 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WAVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			04 WEC CI7241	01/23/2014	01/23/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Those usual to the Insured's operations.

<b>CERTIFICATE HOLDER</b> DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT / DIVISION OF PARKS AND RECREATION 172 PEMBROKE ROAD CONCORD NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Anastasia Mendi</i>
---	--

## Crete, Monique

---

**From:** Kevin Tacy <kevin@fostersclambake.com>  
**Sent:** Wednesday, March 12, 2014 12:51 PM  
**To:** Chaisson, Marianne  
**Subject:** Re: e-mail

Hi Marianne,  
Please extend Fosters contract with the State of NH for an additional three years  
Sincerely,  
Kevin Tacy

Kevin Tacy  
Fosters Clambake  
[kevin@fostersclambake.com](mailto:kevin@fostersclambake.com)  
[www.fostersclambake.com](http://www.fostersclambake.com)  
W: 1-800-552-0242  
C: 1-207-252-0166

On Wed, Mar 12, 2014 at 12:41 PM, Chaisson, Marianne <[Marianne.Chaisson@dred.nh.gov](mailto:Marianne.Chaisson@dred.nh.gov)> wrote:

Marianne E. Chaisson

Events Coordinator

State of New Hampshire

Division of Parks and Recreation

Seacoast Region

P.O. Box 924

Hampton, NH 03843-0924

Voice: 603-227-8717

Fax: 603-926-6073



5/8/14



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

#52

April 23, 2014

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into **RETROACTIVE** contract amendment with one (1) caterer shown below to provide commission-based non-exclusive catering services at the Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park by extending the completion date to March 31, 2017 from the original completion date of March 31, 2014. The original contracts were approved by Governor and Executive Council on April 17, 2013, Item #69, and May 1, 2013, Item #58, and contract amendments for 3 caterers were approved on April 23, 2014, Item #55. No State Funds

Company Name	City / State
Flavor Concepts, LLC	Dover, NH 03820

**EXPLANATION**

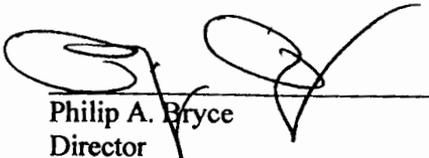
Last spring, the Governor and Executive Council gave approval to the Division of Parks and Recreation to enter into multiple caterer contracts to provide services to individuals and organizations that rent the Oceanfront Pavilion or South Pavilion Conference Room. Allowing these caterers to serve at this site has allowed multiple businesses to have access to the facility as well providing a wide variety of catering options for events. To continue to offer this same package program, the Division is now seeking to properly extend the existing contracts for another 3-year period. Therefore, the Division is respectfully requesting retroactive approval to amend the timeframe of the catering contracts.

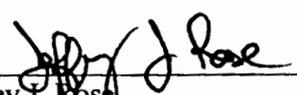
All five (5) caterers were contacted on March 12<sup>th</sup> to determine if they were interested in extending the contract for a term of three years. All 5 caterers have signed a contract amendment; however, only 4 caterers have submitted the required documentation needed for approval. The contract amendment for the last caterer will be submitted once their required documentation is received, i.e. Bill Foster's Down East Clambake, Inc. of York Maine. Once agreements for the current caterers are in place, the original qualification based request for proposal will be re-issued to allow additional caterers to participate.

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

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner

JJR/PAB/lml







STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

*4-23-14 - approved  
 Item #55*

April 8, 2014

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into **RETROACTIVE** contract amendments with three (3) caterers shown below to provide commission-based non-exclusive catering services at the Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park by extending the completion date to March 31, 2017 from the original completion date of March 31, 2014. The original contracts were approved by Governor and Executive Council on April 17, 2013, Item #69, and May 1, 2013, Item #58. No State Funds

<u>Company Name</u>	<u>City, State</u>
Dunbar Hotel, LLC d/b/a Ashworth Hotel	Hampton, NH 03842
The Old Salt Eating and Drinking Place and Apartments, Inc.	Hampton, NH 03842
DLP Restaurant Corp (DLP Chill)	Portsmouth, NH 03801

**EXPLANATION**

Last spring, the Governor and Executive Council gave approval to the Division of Parks and Recreation to enter into multiple caterer contracts to provide services to individuals and organizations that rent the Oceanfront Pavilion or South Pavilion Conference Room. Allowing these caterers to serve at this site has allowed multiple businesses to have access to the facility as well providing a wide variety of catering options for events. To continue to offer this same package program, the Division is now seeking to properly extend the existing contracts for another 3-year period. Therefore the Division is respectfully requesting retroactive approval to amend the timeframe of the catering contracts.

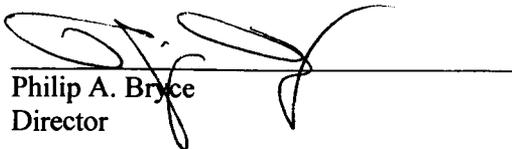
All five caterers were contacted on March 12<sup>th</sup> to determine if they were interested in extending the contract for a term of three years. All five caterers have signed the contract amendment; however, we have only received the necessary documentation from three of the caterers to date and need contracts in place to cover upcoming events.

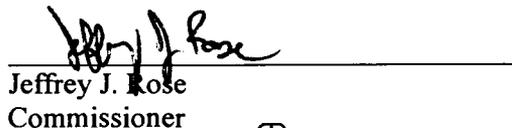
Contracts for the additional caterers will be submitted for approval when the required documentation is received, i.e. Bill Foster's Down East Clambake, Inc. of York Maine and Flavor Concepts, LLC of Dover, NH. Once agreements for the current caterers are in place, the original qualification based request for proposal will be re-issued to allow additional caterers to participate.

The Attorney General's office has reviewed and approved the contract amendments as to form and substance. Conditional approval as to execution was received pending notarization of the contract amendments.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner



JJR/PAB/lml

TDD ACCESS: RELAY NH 1-800-735-2964

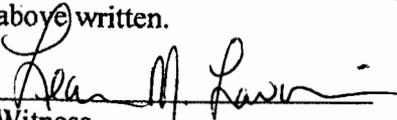


**AMENDMENT OF CONTRACT AGREEMENT**

The Department of Resources and Economic Development, Division of Parks and Recreation and Dunbar Hotel, LLC d/b/a Ashworth Hotel mutually agree to amend their contract originally approved by the Governor and Executive Council on April 17, 2013, Item #69.

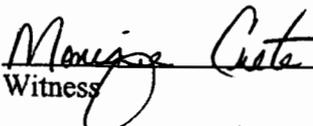
1. Amend original contract end date of March 31, 2014 to March 31, 2017;
2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

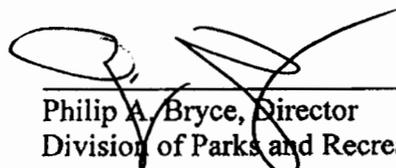
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

  
Witness

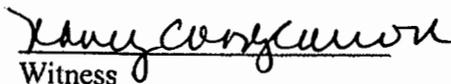
  
Jeffrey J. Rose, Commissioner  
Department of Resources and  
Economic Development

4/8/14  
Date

  
Witness

  
Philip A. Bryce, Director  
Division of Parks and Recreation

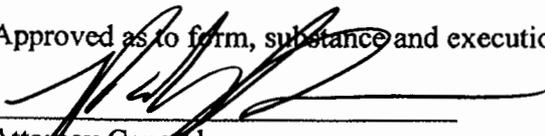
4-8-14  
Date

  
Witness

  
Mark R. Stebbins, Manager  
Dunbar Hotel LLC

March 19, 2014  
Date

Approved as to form, substance and execution:

  
Attorney General

4/9/14  
Date



## Crete, Monique

---

**From:** Norm Demers <ndemers@colwenhotels.com>  
**Sent:** Wednesday, March 12, 2014 11:38 AM  
**To:** Chaisson, Marianne  
**Cc:** Tom Cannizaro  
**Subject:** RE: e-mail address

Thanks Marianne,

The Ashworth Hotel would like to extend the vendor contract with the State Parks and Recreation Department and the State of New Hampshire as a preferred caterer. You also indicated that the extension would be for 3 years, and that would be acceptable as well. Look forward to working with you in this partnership.

Regards, Norm

Norm Demers  
General Manager  
Ashworth by the Sea Hotel  
Hampton Beach, NH  
Food & Beverage Director, Colwen Management  
Cell: 603.459.5510  
Office: 508.216.1663  
Email: [ndemers@colwenhotels.com](mailto:ndemers@colwenhotels.com)  
[www.ashworthhotel.com](http://www.ashworthhotel.com)  
[www.renaissanceatpatriotplace.com](http://www.renaissanceatpatriotplace.com)

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**From:** Chaisson, Marianne [<mailto:Marianne.Chaisson@dred.nh.gov>]  
**Sent:** Wednesday, March 12, 2014 11:25 AM  
**To:** Norm Demers  
**Subject:** e-mail address

Marianne E. Chaisson  
Events Coordinator  
State of New Hampshire  
Division of Parks and Recreation



**CERTIFICATE OF MEMBER  
OF  
DUNBAR HOTEL LLC**

The undersigned hereby certifies that:

1. I am a member of Dunbar Hotel LLC (the "Company"), a limited liability company organized and existing under the laws of the State of New Hampshire,

2. By Consent of Members dated March 20, 2014, all of the Members of Hotel consented to the following action, which Consent has not been rescinded or modified, and is in full force and effect, as of the date hereof:

"RESOLVED: That the Company amend its Agreement with the State of New Hampshire to operate a non-exclusive catering service at the Hampton Beach State Park Oceanfront Pavilion and South Pavilion Conference Room located at Hampton Beach, NH (the "Agreement") to extend such Agreement through the period March 31, 2014 through March 31 2017 (a) negotiate and execute all documents relating to such amendment to the Agreement on behalf of the Company, (b) take all action required to consummate the consummation of the transactions contemplated by the amendment to the Agreement on behalf of the Company, and (c) execute and deliver such other agreements, certificates and documents as may be necessary or beneficial to the consummation of the transactions contemplated by the Agreement."

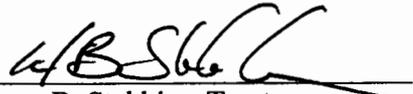
3. Mark R. Stebbins, Manager of the Company, has authority, without the consent or approval of any other person or entity, to execute and deliver on behalf of the Company the Agreements, and all other instruments and certificates to be executed by the Company in connection with the Agreement.

4. Attached hereto as Exhibit A is a true, correct and complete copy of a Good Standing Certificate for the Borrower issued by the Secretary of State of the State of New Hampshire.

5. The Company's principal office is located at 1359 Hooksett Road, Hooksett, NH 03106.

IN WITNESS WHEREOF, I have signed this Certificate as of the 20<sup>th</sup> day of March 2014.

Dunbar Hotel LLC  
By its Member

By:   
Henry B. Stebbins, Trustee



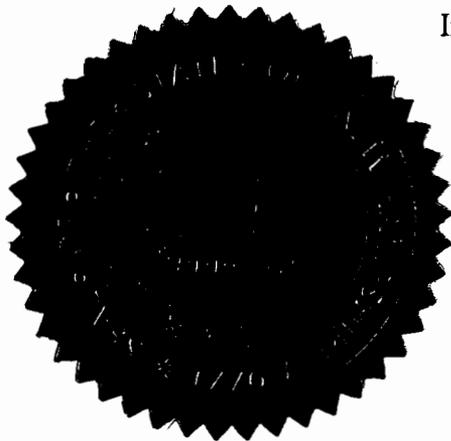
**EXHIBIT A**  
**CERTIFICATE OF GOOD STANDING**



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 Dunbar Hotel LLC is a New Hampshire limited liability company formed on March 15, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20<sup>th</sup> day of March, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2013

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

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

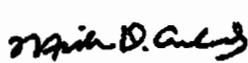
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc.  1900 West Loop South Suite 1600 Houston, TX 77027	1-713-623-2330	<b>CONTACT NAME:</b> Sarah Coufal <b>PHONE (A/C No. Ext):</b> 713.358.5760 <b>E-MAIL ADDRESS:</b> Sarah.Coufal@ajg.com	<b>FAX (A/C No.):</b> 713.358.5761														
<b>INSURED</b> Dunbar Hotel, LLC  P.O. Box 4430 Manchester, NH 03108		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AMERICAN ZURICH INS CO</td> <td>40142</td> </tr> <tr> <td>INSURER B: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AMERICAN ZURICH INS CO	40142	INSURER B: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER:** 36758697      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLA583497501	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE3835512	11/01/13	11/01/14	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			GLA583497501	11/01/13	11/01/14	Each Common Cause 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Lahworth By The Sea - Evidence of GL, Liquor and Umbrella coverage. RFP for Catering Services, Oceanfront Pavilion and South Pavilion Conference Room, Hampton Beach State Park, 170 Ocean Boulevard, Hampton, NH 03842

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire Department of Resources and Economic Development  Division of Parks and Recreation P.O. Box 1856 Concord, NH 03302-1856  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2013

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Peggy Johnson <b>PHONE (A/C No. Ext):</b> (603) 224-2562		<b>FAX (A/C No.):</b> (603) 224-8012
	<b>E-MAIL ADDRESS:</b> pjohnson@rowleyagency.com		
<b>INSURED</b> Colwen Management, Inc. PO Box 4430 Manchester NH 03108	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> MEMIC Indemnity Company		11030
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3A States: NH, MA, CT, NY, RI, VT, NC 3102801963	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Ashworth By The Sea - Evidence of WC coverage. RFP for Catering Services, Oceanfront Pavilion and South Pavilion Conference Room, Hampton Beach State Park, 170 Ocean Boulevard, Hampton, NH 03842

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept. of Resources & Economic Development Division of Parks and Recreation POB 1856 Concord, NH 033021	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Peggy Johnson/PAJ <i>Peggy A Johnson</i>

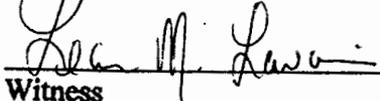


**AMENDMENT OF CONTRACT AGREEMENT**

The Department of Resources and Economic Development, Division of Parks and Recreation and The Old Salt Eating and Drinking Place and Apartments, Inc. mutually agree to amend their contract originally approved by the Governor and Executive Council on April 17, 2013, Item #69.

1. Amend original contract end date of March 31, 2014 to March 31, 2017;
2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

  
Witness

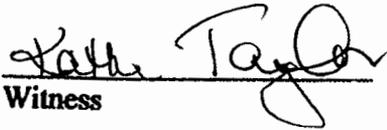
  
Jeffrey J. Rose, Commissioner  
Department of Resources and  
Economic Development

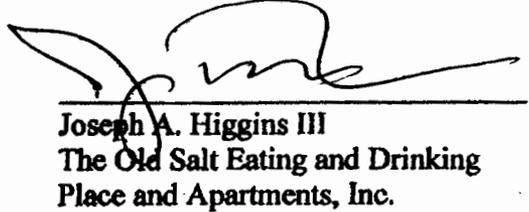
4/8/14  
Date

  
Witness

  
Philip A. Bryce, Director  
Division of Parks and Recreation

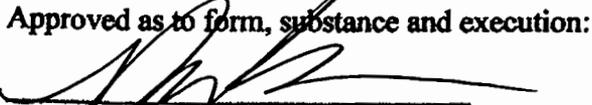
4-8-14  
Date

  
Witness

  
Joseph A. Higgins III  
The Old Salt Eating and Drinking  
Place and Apartments, Inc.

3/24/14  
Date

Approved as to form, substance and execution:

  
Attorney General

4/9/14  
Date



## Crete, Monique

---

**From:** Sarah Powers <Sarah@oldsaltnh.com>  
**Sent:** Wednesday, March 12, 2014 12:15 PM  
**To:** Chaisson, Marianne  
**Subject:** Seashell Pavilion

Hi Marianne,

Yes, The Old Salt would like to extend our contract with the State of NH for an additional 3 years. We look forward to many more events to come!

Warm Regards,

Sarah Powers  
Event Manager  
The Old Salt Restaurant

Phone: (603) 926-8322 ext 118

Fax: (603) 929-0019

[www.oldsaltnh.com](http://www.oldsaltnh.com)

**The Old Salt**  
EATING AND DRINKING PLACE

**& Lamie's Inn**  
32 CHARMING ROOMS

www.oldsaltnh.com  
www.lamiesinn.com

**CERTIFICATE OF VOTE/AUTHORITY**

I, Joseph A. Higgins III, hereby certify that I am duly elected President of The Old Salt Eating and Drinking Place.

I hereby certify the following is a true copy of vote taken at a special meeting of the Board Of Directors of the corporation, duly called and held on February 26, 2014 at 10:00am at the office of The Old Salt Eating and Drinking Place in Hampton, NH, at which quorum of the board was present and voting.

VOTED: Joseph A Higgins III President, Michael D Higgins Vice President and Mary K Taylor Secretary/ Treasurer

THAT JOSEPH A HIGGINS III, PRESIDENT, OF SAID CORPORATION, IS HEREBY DULY AUTHORIZED AND EMPOWERED TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AN AGREEMENT WITH THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, FOR THE SEASHELL OCEANFRONT PAVILLION PROJECT AND FURTHER AUTHORIZING HIM TO EXECUTE ANY DOCUMENTS WHICH MAY IN HIS JUDGEMENT BE DESIRABLE OR NECESSARY TO EFFECT THE PURPOSE OF THE VOTE.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of February 26, 2014.

A true copy attest:

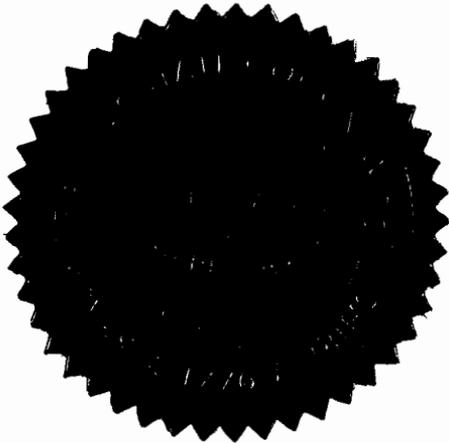
March 24, 2014

  
Mary K Taylor  
Secretary/Treasurer

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 THE OLD SALT EATING AND DRINKING PLACE AND APARTMENTS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 22, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE CERTIFICATE INFORMATION PAGE

Policy No. WC 12701

56. The Member: THE OLD SALT EATING & DRINKING PLACE, INC

Mailing Address: 490 LAFAYETTE ROAD  
HAMPTON NH 03842 Federal Employers ID # 02-0403793

Other workplaces not shown above

2. The certificate period is from 03/01/2014 12:01 a.m. to 03/01/2015 12:01 a.m. standard time at the Member's mailing address.

3. A. Workers Compensation Insurance: Part One of the certificate applies to the Workers Compensation Law of the States Listed here: NH

B. Employers Liability Insurance: Part Two of the certificate applies to the workplace(s) listed in Item 1. The limits of our liability under Part Two are:

Bodily Injury by Accident:	<u>\$ 1,000,000</u>	<u>Each Accident</u>
Bodily Injury by Disease:	<u>\$ 1,000,000</u>	<u>Certificate Limit</u>
Bodily Injury by Disease:	<u>\$ 1,000,000</u>	<u>Each Employee</u>

C. This certificate includes these endorsement and schedules: See Schedule

4. The premium of this certificate will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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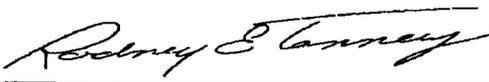
See Schedule

Minimum Premium \$750 (NH) 9082	Expense Constant	\$ 0
	Total Estimated Annual Premium	\$35081
	Deposit Premium	\$8770

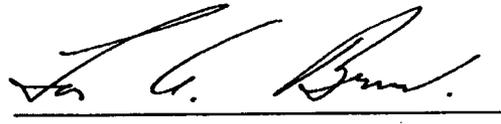
Premium Adjustment Period: Annual

### N H MOTOR TRANSPORT ASSOCIATION SELF INSURANCE GROUP TRUST

Clerk:



President:



Producer: NHMTA Services, Inc.

Date of Issue: 03/01/2014

New Hampshire Hospitality Compensation Trust  
Post Office Box 3898, Concord, NH 03302-3898 \* Tel. (603) 224-7337 \* Fax (603) 415-8333

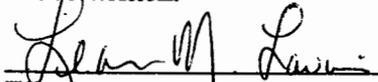


AMENDMENT OF CONTRACT AGREEMENT

The Department of Resources and Economic Development, Division of Parks and Recreation and DLP Restaurant Corp (DLP Chill) mutually agree to amend their contract originally approved by the Governor and Executive Council on April 17, 2013, Item #69.

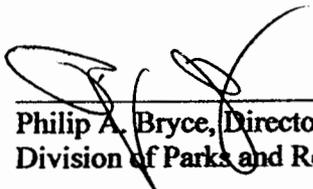
1. Amend original contract end date of March 31, 2014 to March 31, 2017;
2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

  
Witness

  
Jeffrey J. Rose, Commissioner  
Department of Resources and  
Economic Development  
4/8/14  
Date

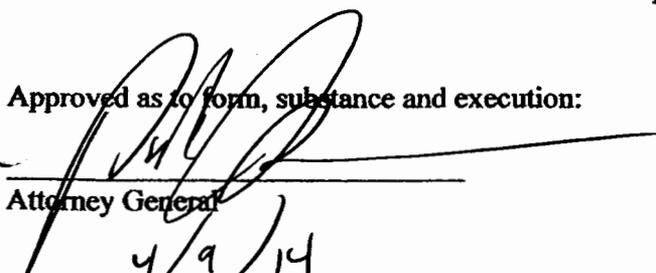
  
Witness

  
Philip A. Bryce, Director  
Division of Parks and Recreation  
4-8-14  
Date

  
Witness

  
Daniel I. Posternak, President  
DLP Restaurant Corporation  
3/25/14  
Date

Approved as to form, substance and execution:

  
Attorney General

4/9/14  
Date



## Crete, Monique

---

**From:** Dan Posternak <dan@roundaboutdiner.com>  
**Sent:** Wednesday, March 12, 2014 11:48 AM  
**To:** Chaisson, Marianne  
**Cc:** Gary-Chill Catering  
**Subject:** Contract

Hi Mary Anne-

Chill Catering would like to extend our current contract with the State of New Hampshire for the Oceanfront Pavilion Hampton Beach for the next 3 years.

Please let me know if you have any questions. Thank you.

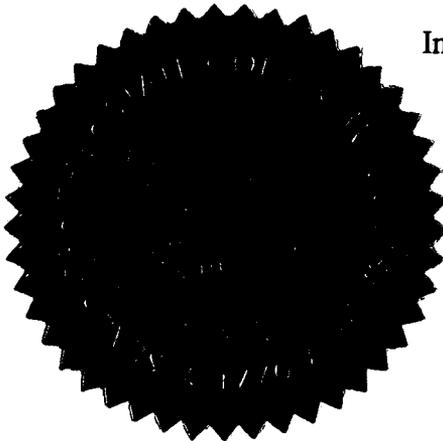
### **Dan Posternak**

Roundabout Diner & Lounge  
Chill Catering  
580 US Highway Bypass 1  
Portsmouth, NH 03801  
603-431-1440 phone  
877-CHILL-75 toll free  
603-319-1698 fax  
[dan@roundaboutdiner.com](mailto:dan@roundaboutdiner.com)  
[www.roundaboutdiner.com](http://www.roundaboutdiner.com)  
[www.chillcatering.com](http://www.chillcatering.com)

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 DLP Restaurant Corp. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 28, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

I, Noel G. Posternak, hereby certify, as duly elected Chairman of the Board of Directors, of DLP Restaurant Corporation, that, Daniel L. Posternak, President of DLP Restaurant Corporation, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.

*Noel Posternak*

Noel G. Posternak, Chairman

State of Florida

County of Palm Beach

On this 7th day of April, 2014 before me, Noel Posternak, personally appeared Noel G. Posternak known to me (or satisfactorily proved) to be the person whose name is scribed to the within instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

*Kathleen M. Carey*

Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2014

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

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

PRODUCER Tapley Insurance Agency Inc. 300 York Street PO Box 808 York ME 03909-0808	CONTACT NAME:		
	PHONE (A/C No. Ext): (207) 363-7894	FAX (A/C No.): (207) 363-4794	
INSURED DLP Restaurant, Inc., DBA: Roundabout Diner & Chill Catering & Event Center 580 US Highway ByPass One Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Netherlands		24171
	INSURER B: Excelsior		11045
	INSURER C: Peerless Insurance Company		24198
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 13-14 Liab**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			CBP2175101	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3234474	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Bus Auto Enhncmt Endt \$ 2,000
	C UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8762359	4/12/2013	4/12/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	A Liquor Liability						
							Each Common Cause \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Issued as evidence of insurance for restaurant and catering operations performed during the policy term.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept. of Resources & Economic Dev. Division of Parks & Recreation PO Box 0924 Hampton, NH 03843	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Evelyn Cross/ELC
---	--



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

PHR  
 4-17-13  
 mhj  
 DB#119

#69

April 2, 2013

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into contracts with the five (5) caterers shown below to provide non-exclusive catering services at the Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park in Hampton, NH upon Governor and Executive Council approval through March 31, 2014.

Company Name	City / State
Dunbar Hotel, LLC d/b/a Ashworth Hotel	Hampton, NH 03842
Flavor Concepts, LLC	Dover, NH 03820
The Old Salt Eating and Drinking Place and Apartments, Inc.	Hampton, NH 03842
The Meat House	Stratham, NH 03885
DLP Restaurant Corp (DLP Chill)	Portsmouth, NH 03801

2. Further authorize the Department to accept monthly commission payments, at a rate of 20%, 15% or 10% based on the origin of reservations and dates booked to be paid by the caterers in accordance with the terms of the contracts.

**EXPLANATION**

In early January 2013 the Division of Parks and Recreation advertised a Request for Proposals (RFP) for non-exclusive Catering Services at the new Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park. A copy of the RFP was posted on the Department of Administrative Services' and the Division's websites. In addition, a notice was sent to the Hampton Area Chamber of Commerce, and an email notification sent to all Chamber businesses in the food and beverage industry. Eight (8) establishments attended a mandatory pre-proposal meeting and site tour held on January 11 and 15, 2013, of which seven (7) proposals were received. A three (3) person selection committee comprised of members from DRED reviewed and scored the proposals and found them all to be satisfactory. A copy of the scoring summary and the committee members is attached for your information and convenience. Of the seven (7) proposals received only five (5) caterers have returned their signed contracts/backup documents at this time. The Department plans

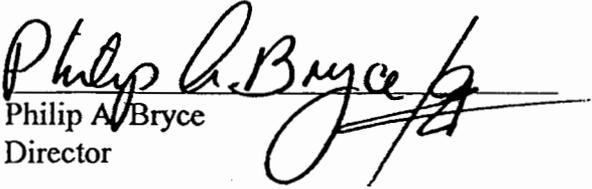
to submit the remaining contracts to G&C in the future.

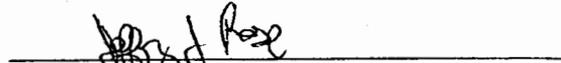
The catering contracts will provide a wide variety of catering options at a reasonable cost to individuals and organizations that rent the facilities, to include: food service, liquor and beverage service, linens, dishes, glasses, silverware, utensils, and all cook and service ware.

The Attorney General's office has reviewed and approved the contracts as to form, substance and execution.

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

JJR/PAB/lml

**RFP - Catering Services Proposal Scoring Sheet: January 29, 2013**

**Business Name: *Lupoli Companies***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	25	30	40	95
Jude David Event & Facility Mgr.	30	33	30	93
Marianne Chaisson Events Coordinator	25	30	40	95
<b>Grand Total:</b>				<b>283</b>

**Business Name: *Bill Foster's Downeast Clambake***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	30	20	80
Jude David Event & Facility Mgr.	30	30	35	95
Marianne Chaisson Events Coordinator	30	30	25	85
<b>Grand Total:</b>				<b>260</b>

**Business Name: *Dunbar Hotel, LLC d/b/a Ashworth by the Sea***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	30	20	80
Jude David Event & Facility Mgr.	30	25	30	85
Marianne Chaisson Events Coordinator	30	30	25	85
<b>Grand Total:</b>				<b>250</b>

**RFP - Catering Services Proposal Scoring Sheet: January 29, 2013**

**Business Name: *Flavor Concepts, LLC***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	20	30	80
Jude David Event & Facility Mgr.	25	25	35	85
Marianne Chaisson Events Coordinator	30	15	25	70
<b>Grand Total:</b>				<b>235</b>

**Business Name: *The Old Salt Eating and Drinking Place and Apartments, Inc.***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	15	25	30	70
Jude David Event & Facility Mgr.	25	25	30	80
Marianne Chaisson Events Coordinator	20	20	25	65
<b>Grand Total:</b>				<b>215</b>

**Business Name: *The Meat House***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	20	25	20	65
Jude David Event & Facility Mgr.	20	20	20	60
Marianne Chaisson Events Coordinator	20	20	20	60
<b>Grand Total:</b>				<b>185</b>

RFP - Catering Services Proposal Scoring Sheet: January 29, 2013

Business Name: *DLP Restaurant Corp (DLP Chill)*

	Operation Plan Max Points (30)	Past Exp/Qualifications Max Points (30)	Financial Commitment Max Points (40)	TOTAL
Gail Wolek Deputy Director	20	30	10	60
Jude David Event & Facility Mgr.	25	25	20	70
Marianne Chaisson Events Coordinator	20	20	20	60
<b>Grand Total:</b>				<b>190</b>

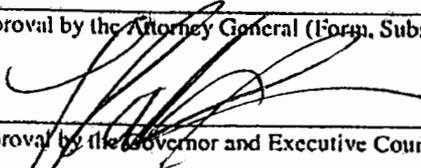
Subject: Catering Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name Dunbar Hotel LLC dba Ashworth Hotel		1.4 Contractor Address 1358 HOOKSETT RD. HOOKSETT NH 03044 295 OCEAN BLVD. Hampton NH	
1.5 Contractor Phone Number 603-926-6762	1.6 Account Number 3700000-402197 25.P03E05	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark R. Stebbins, Manager - Dunbar Hotel LLC	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Herrimack</u> On <u>3/5/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Nancy Coady-Carroll [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Nancy COADY-CARROLL			
1.14 State Agency Signature  Sr PAB		1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/1/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date 3/5/2013

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

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials

Date 3/5/2013

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

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

**State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation**

**CATERING SERVICES AT THE SEASHELL COMPLEX  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**EXHIBIT A**

**Scope of Services:** The Contractors, hereinafter called "Caterers," shall be responsible for providing catering services along with a cash bar at the Oceanfront Pavilion and South Pavilion Conference Room located at the Hampton Beach Seashell Complex on a *non-exclusive* basis, for the purpose of enhancing the guest experience, cultivating a mutually beneficial partnership with and providing a source of revenue to the Department of Resources and Economic Development ("State"). Catering services, including food and liquor services, may be required at the following four locations: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace, and the sand/beach area abutting the Pavilion.

The Caterers shall provide a wide variety of options for catering services at a reasonable charge to individuals and organizations that rent the facilities, and to the State for State functions, collectively the "Customer." If the Caterer is unable to provide the necessary services and supplies, the Caterer shall work with the Customer to arrange for such services and supplies so as to provide a high-quality, customer focused experience as befits a premier State Park facility. Catering services and related supplies shall include, but not be limited to:

1. Food Service
2. Cash Bar
3. Linens
4. Dishes
5. Glasses
6. Silverware
7. Utensils
8. All cook and service ware
9. Assist guest with any other rental needs
10. Post-event cleanup. All areas shall be clean and fully restored by the end of the event. No caterer-owned equipment shall be left onsite. Restoration shall be deemed acceptable to the State upon inspection by the event coordinator. Caterer shall reimburse the State for any and all costs to clean and restore the facility and equipment to its original condition.

The State and the Caterers shall meet quarterly to assess reasonableness of charges associated with the above services.

The Caterers shall keep on file at all times a current State of New Hampshire Off-Premises Liquor License or shall outsource the liquor services to a contracted caterer that holds a current State of New Hampshire Off-Premises Liquor License. Additionally, Caterers shall keep on file at all times a current State of New Hampshire Food Service License issued by the State Division of Health and Human Services.

Contact information for all Caterers will be provided to all Customers whose reservation originated with by State or its agents. The Caterers shall service all State-initiated events, whose selection shall be based upon solicited quotes, and at the State's discretion. In all cases, Caterers shall enter into separate written agreement with each Customer seeking catering services. Such agreements shall document, at a minimum but not limited to, the expectation of services, number of expected attendees, and method of payment.

In addition, the Caterers shall generate additional revenues by actively proposing to the State, and promoting and producing "function" business at the Seashell Complex throughout the year. All function events are subject to final approval by the State and shall be in accordance with the State Park guidelines.

During events, appropriate service dress shall be required for all staff. Managers shall be easily identifiable and chefs manning serving stations shall appear in classic chef's uniform and hat. Deviations of standard apparel for events shall be approved by the State.

The on-site kitchen shall primarily serve as the staging area for State-held functions. Parking for catering support vehicles shall be designated to the parking apron adjacent to the pavilion service entrance during events and for re-supply. Two parking spaces shall be temporarily assigned to the Caterers for their use during the event.

The State may provide wireless internet connection for which the Caterers may use to process credit card activity, however, the Caterers shall be solely responsible and liable for operating and maintaining secure credit card transactions, processing and recordkeeping, in compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The State shall not be liable to the Caterers or any other person for any loss, damage, or inconvenience occasioned by any cause whatsoever to said Caterers, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or wireless internet connection.

The contract term shall begin upon Governor and Executive Council approval through March 31, 2014.

In addition to the provisions in Exhibit C, the State reserves the right, at its discretion, to terminate its contract with any Caterer due to the Caterer's substantive lack of performance including but not limited to lack of providing customer-contracted services for scheduled events, or for any accounting discrepancies or general lack of cooperation in providing the required financial information to the State. The reason(s) for cancellation shall be stated in a written notice to the Caterer. This contract shall remain in full force with all remaining Caterers in compliance with the terms and conditions herein.

## **EXHIBIT B**

The revenue sharing shall consist of the following:

1. Function bookings originated by the State or its agents:
  - a. Caterers shall pay 20% commission rate to the State; and
2. Function bookings during "un-booked" days proposed by the Caterer or its representatives and approved by the State:
  - a. Caterers shall pay 15% commission rate to the State on Fridays, Saturdays and Sundays in-season (May 1-October 31) and on holidays throughout the entire year; and
  - b. Caterers shall pay 10% commission rate to the State on Mondays, Tuesdays, Wednesdays and Thursdays year-round during non-holidays; and
  - c. Caterers shall pay 10% commission rate to the State in the off-season (November 1- April 30) during non-holidays.

Commission rates shall be applied to the "gross sales" of the Caterer's operations occurring at the Seashell Complex, adjacent patios or adjacent beach areas, excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, liquor, and merchandise offered for sale by the Caterers. Commissions shall be subject to "returns and allowances."

**Sales Records**

Caterers shall provide accountable records to track gross sales. Generally, sales from food are based on a predetermined per participant fee. An itemized invoice along with an agreement between the Caterer and Customer shall be submitted to the State's Event Management department 60 days prior to the event and shall include items such as food, rentals and service charges.

For sales of beverages, the Caterer shall adopt a system that is able to track sales. Whether the agreement with the Customer is a "cash bar" (transactional fee collected at the time of the sale) or an "open bar" arrangement, the State reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel shall be present to observe sales during the event or review the sales after the event.

The Caterers shall submit an event report within 7 days following the event which reconciles food sales and beverage sales which will be used to compute the commission due the State. The State reserves the right to create a standardized report for summarization purposes and reserves the right to request the Customer agreement from the Caterer.

**Payment to State**

Commissions owed to the State shall be paid monthly within fifteen (15) days after the close of the previous month. Checks shall be made payable to "Treasurer, State of New Hampshire," attached to duplicate copies of sales reports for the previous month, and delivered to the Events and Facilities Manager.

Caterers shall at all times provide receipts to the State in an efficient, economic, and timely manner in accordance with generally accepted business practices.

**Accounting Records**

Caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from events associated with this contract. The records including bank transactions shall be made available upon demand to the State for purposes of verifying and auditing revenue.

**Penalties**

The State reserves the right to disqualify a Caterer from future events if there are any accounting discrepancies or general lack of cooperation in providing financial information to the State.

**Accounting Reports**

Caterers shall submit within 90 days of the Caterer's fiscal year to the State the following accounting reports:

- a. Detailed Revenue Report from operations at Hampton Beach State Park facilities.
- b. Review by CPA indicating that revenue from on-site operations is fairly stated in relation to the Caterer's overall financial statements.

**EXHIBIT C – SPECIAL PROVISIONS****Additional Liability Insurance**

In accordance with the Form P-37, Item 14.1.2, fire and extended coverage insurance shall be in the amount of \$2,000,000.

In addition to the Form P-37, Item 14 Insurance, the Caterers shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, Liquor Liability Insurance that covers its operations and services.

**Amendment**

Form P-37, Item 18 Amendment is repealed and replaced with the following: This Agreement may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Caterers.

**Termination**

Form P-37, Item 10 Termination is repealed and replaced with the following: The State may terminate its Agreement with a single Caterer without cause by giving the Caterer sixty (60) days written notice before the effective termination date.

If for any reason, the Caterer fails to deliver contracted services, the Caterer shall be terminated and assessed a "failure to perform" fee for State run events of \$5,000. If the Caterer foresees an event beyond its reasonable and normal control, and properly notifies the State of such event in writing; the Caterer shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Agreements with third parties in which the Caterer fails to deliver contracted services shall be the financial responsibility and liability of the contracted Caterer. In addition, the Caterer shall be terminated and assessed a "failure to perform" fee for any lost revenue to the State and shall reimburse the State for any legal action taken against the State by third parties.

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 Dunbar Hotel LLC is a New Hampshire limited liability company formed on March 15, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of February, A.D. 2013

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

William M. Gardner  
Secretary of State

CERTIFICATE OF MEMBER  
OF  
DUNBAR HOTEL LLC

The undersigned hereby certifies that:

1. I am a member of Dunbar Hotel LLC (the "Company"), a limited liability company organized and existing under the laws of the State of New Hampshire,

2. By Consent of Members dated February 7, 2013, all of the Members of Hotel consented to the following action, which Consent has not been rescinded or modified, and is in full force and effect, as of the date hereof:

"RESOLVED: That the Company enter into an Agreement with the State of New Hampshire to operate a non-exclusive catering service at the Hampton Beach State Park Oceanfront Pavilion and South Pavilion Conference Room located at Hampton Beach, NH (the "Agreement") pursuant to which the Ashworth Hotel in Hampton, New Hampshire, would serve as one of the catering service providers for the State's new facilities adjacent to and on the beach, and that Mark Stebbins, the Manager of the Company, be authorized to (a) negotiate and execute all documents relating to such Agreement on behalf of the Company, (b) take all action required to consummate the consummation of the transactions contemplated by the Agreement on behalf of the Company, and (c) execute and deliver such other agreements, certificates and documents as may be necessary or beneficial to the consummation of the transactions contemplated by the Agreement."

3. Mark R. Stebbins, Manager of the Company, has authority, without the consent or approval of any other person or entity, to execute and deliver on behalf of the Company the Agreements, and all other instruments and certificates to be executed by the Company in connection with the Agreement.

4. Attached hereto as Exhibit A is a true, correct and complete copy of a Good Standing Certificate for the Borrower issued by the Secretary of State of the State of New Hampshire.

5. The Company's principal office is located at 1359 Hooksett Road, Hooksett, NH 03106.

IN WITNESS WHEREOF, I have signed this Certificate as of the 5<sup>th</sup> day of March 2013.

Dunbar Hotel LLC

By its Member

By:   
Henry B. Stebbins, Trustee



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2013

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

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

PRODUCER 1-713-623-2330  
Arthur J. Gallagher Risk Management Services, Inc.  
  
1900 West Loop South  
Suite 1600  
Houston, TX 77027

CONTACT NAME: Sarah Coufal  
PHONE (A/C, No, Ext): 713.358.5760 FAX (A/C, No): 713.358.5761  
E-MAIL ADDRESS: Sarah.Coufal@ajg.com

INSURED  
Dunbar Hotel, LLC  
  
P.O. Box 4430  
  
Manchester, NH 03108

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN ZURICH INS CO	40142
INSURER B: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 31685012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLA583497500	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			HRMA023517962	11/01/12	11/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Liquor Liability			GLA583497500	11/01/12	11/01/13	Each Common Cause 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Ashworth By The Sea - Evidence of GL, Liquor and Umbrella coverage. RFP for Catering Services, Oceanfront Pavilion and South Pavilion Conference Room, Hampton Beach State Park, 170 Ocean Boulevard, Hampton, NH 03842

### CERTIFICATE HOLDER

State of New Hampshire  
Department of Resources and Economic Development  
  
Division of Parks and Recreation  
P.O. Box 1856  
Concord, NH 03302-1856

USA

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/17/2013

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Peggy Johnson <b>PHONE (A/C No, Ext):</b> (603) 224-2562 <b>FAX (A/C, No):</b> (603) 224-8012	
	<b>E-MAIL ADDRESS:</b> pjohnson@rowleyagency.com	
<b>INSURED</b> Colwen Management, Inc. PO Box 4430 Manchester NH 03108	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> MEMIC Indemnity Company	<b>NAIC #</b> 11030
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3A States: NH, MA, CT, NY, RI, VT, NC 3102801963	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Ashworth By The Sea - Evidence of WC coverage. RFP for Catering Services, Oceanfront Pavilion and South Pavilion Conference Room, Hampton Beach State Park, 170 Ocean Boulevard, Hampton, NH 03842

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept. of Resources & Economic Development Division of Parks and Recreation POB 1856 Concord, NH 033021	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Peggy Johnson/PAJ <i>Peggy A Johnson</i>

Subject:

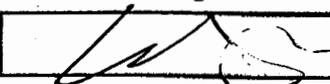
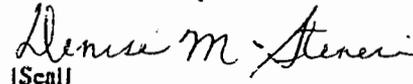
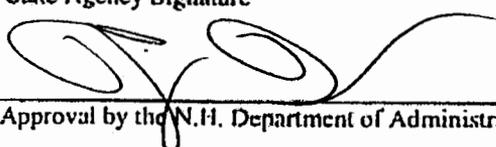
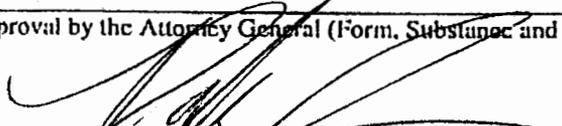
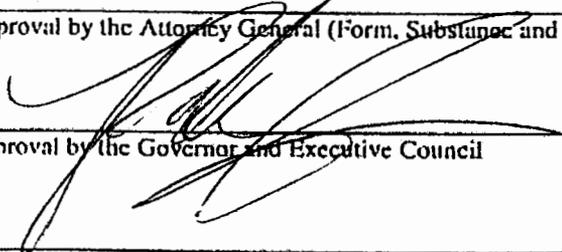
Catering Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name FLAVOR CONCEPTS LLC		1.4 Contractor Address ONE WASHINGTON ST. #325 DORSET, NH 03820	
1.5 Contractor Phone Number 603-781-1386	1.6 Account Number 37020000-402197 35PD3505	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory EVAN HENNESSEY . CHIEF / OWNER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>2/27/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Denise M. Steneri Notary Public		DENISE M. STENERI, Notary Public My Commission Expires August 8, 2017	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/1/13</u>			
1.18 Approval by the Governor and Executive Council By:  On:			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

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

**State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation**

**CATERING SERVICES AT THE SEASHELL COMPLEX  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**EXHIBIT A**

**Scope of Services:** The Contractors, hereinafter called "Caterers," shall be responsible for providing catering services along with a cash bar at the Oceanfront Pavilion and South Pavilion Conference Room located at the Hampton Beach Seashell Complex on a *non-exclusive* basis, for the purpose of enhancing the guest experience, cultivating a mutually beneficial partnership with and providing a source of revenue to the Department of Resources and Economic Development ("State"). Catering services, including food and liquor services, may be required at the following four locations: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace, and the sand/beach area abutting the Pavilion.

The Caterers shall provide a wide variety of options for catering services at a reasonable charge to individuals and organizations that rent the facilities, and to the State for State functions, collectively the "Customer." If the Caterer is unable to provide the necessary services and supplies, the Caterer shall work with the Customer to arrange for such services and supplies so as to provide a high-quality, customer focused experience as befits a premier State Park facility. Catering services and related supplies shall include, but not be limited to:

1. Food Service
2. Cash Bar
3. Linens
4. Dishes
5. Glasses
6. Silverware
7. Utensils
8. All cook and service ware
9. Assist guest with any other rental needs
10. Post-event cleanup. All areas shall be clean and fully restored by the end of the event. No caterer-owned equipment shall be left onsite. Restoration shall be deemed acceptable to the State upon inspection by the event coordinator. Caterer shall reimburse the State for any and all costs to clean and restore the facility and equipment to its original condition.

The State and the Caterers shall meet quarterly to assess reasonableness of charges associated with the above services.

The Caterers shall keep on file at all times a current State of New Hampshire Off-Premises Liquor License or shall outsource the liquor services to a contracted caterer that holds a current State of New Hampshire Off-Premises Liquor License. Additionally, Caterers shall keep on file at all times a current State of New Hampshire Food Service License issued by the State Division of Health and Human Services.

Contact information for all Caterers will be provided to all Customers whose reservation originated with by State or its agents. The Caterers shall service all State-initiated events, whose selection shall be based upon solicited quotes, and at the State's discretion. In all cases, Caterers shall enter into separate written agreement with each Customer seeking catering services. Such agreements shall document, at a minimum but not limited to, the expectation of services, number of expected attendees, and method of payment.

In addition, the Caterers shall generate additional revenues by actively proposing to the State, and promoting and producing "function" business at the Seashell Complex throughout the year. All function events are subject to final approval by the State and shall be in accordance with the State Park guidelines.

During events, appropriate service dress shall be required for all staff. Managers shall be easily identifiable and chefs manning serving stations shall appear in classic chef's uniform and hat. Deviations of standard apparel for events shall be approved by the State.

The on-site kitchen shall primarily serve as the staging area for State-held functions. Parking for catering support vehicles shall be designated to the parking apron adjacent to the pavilion service entrance during events and for re-supply. Two parking spaces shall be temporarily assigned to the Caterers for their use during the event.

The State may provide wireless internet connection for which the Caterers may use to process credit card activity, however, the Caterers shall be solely responsible and liable for operating and maintaining secure credit card transactions, processing and recordkeeping, in compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The State shall not be liable to the Caterers or any other person for any loss, damage, or inconvenience occasioned by any cause whatsoever to said Caterers, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or wireless internet connection.

The contract term shall begin upon Governor and Executive Council approval through March 31, 2014.

In addition to the provisions in Exhibit C, the State reserves the right, at its discretion, to terminate its contract with any Caterer due to the Caterer's substantive lack of performance including but not limited to lack of providing customer-contracted services for scheduled events, or for any accounting discrepancies or general lack of cooperation in providing the required financial information to the State. The reason(s) for cancellation shall be stated in a written notice to the Caterer. This contract shall remain in full force with all remaining Caterers in compliance with the terms and conditions herein.

## **EXHIBIT B**

The revenue sharing shall consist of the following:

1. Function bookings originated by the State or its agents:
  - a. Caterers shall pay 20% commission rate to the State; and
2. Function bookings during "un-booked" days proposed by the Caterer or its representatives and approved by the State:
  - a. Caterers shall pay 15% commission rate to the State on Fridays, Saturdays and Sundays in-season (May 1-October 31) and on holidays throughout the entire year; and
  - b. Caterers shall pay 10% commission rate to the State on Mondays, Tuesdays, Wednesdays and Thursdays year-round during non-holidays; and
  - c. Caterers shall pay 10% commission rate to the State in the off-season (November 1- April 30) during non-holidays.

Commission rates shall be applied to the "gross sales" of the Caterer's operations occurring at the Seashell Complex, adjacent patios or adjacent beach areas, excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, liquor, and merchandise offered for sale by the Caterers. Commissions shall be subject to "returns and allowances."

**Sales Records**

Caterers shall provide accountable records to track gross sales. Generally, sales from food are based on a predetermined per participant fee. An itemized invoice along with an agreement between the Caterer and Customer shall be submitted to the State's Event Management department 60 days prior to the event and shall include items such as food, rentals and service charges.

For sales of beverages, the Caterer shall adopt a system that is able to track sales. Whether the agreement with the Customer is a "cash bar" (transactional fee collected at the time of the sale) or an "open bar" arrangement, the State reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel shall be present to observe sales during the event or review the sales after the event.

The Caterers shall submit an event report within 7 days following the event which reconciles food sales and beverage sales which will be used to compute the commission due the State. The State reserves the right to create a standardized report for summarization purposes and reserves the right to request the Customer agreement from the Caterer.

**Payment to State**

Commissions owed to the State shall be paid monthly within fifteen (15) days after the close of the previous month. Checks shall be made payable to "Treasurer, State of New Hampshire," attached to duplicate copies of sales reports for the previous month, and delivered to the Events and Facilities Manager.

Caterers shall at all times provide receipts to the State in an efficient, economic, and timely manner in accordance with generally accepted business practices.

**Accounting Records**

Caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from events associated with this contract. The records including bank transactions shall be made available upon demand to the State for purposes of verifying and auditing revenue.

**Penalties**

The State reserves the right to disqualify a Caterer from future events if there are any accounting discrepancies or general lack of cooperation in providing financial information to the State.

**Accounting Reports**

Caterers shall submit within 90 days of the Caterer's fiscal year to the State the following accounting reports:

- a. Detailed Revenue Report from operations at Hampton Beach State Park facilities.
- b. Review by CPA indicating that revenue from on-site operations is fairly stated in relation to the Caterer's overall financial statements.

**EXHIBIT C – SPECIAL PROVISIONS****Additional Liability Insurance**

In accordance with the Form P-37, Item 14.1.2, fire and extended coverage insurance shall be in the amount of \$2,000,000.

In addition to the Form P-37, Item 14 Insurance, the Caterers shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, Liquor Liability Insurance that covers its operations and services.

**Amendment**

Form P-37, Item 18 Amendment is repealed and replaced with the following: This Agreement may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Caterers.

**Termination**

Form P-37, Item 10 Termination is repealed and replaced with the following: The State may terminate its Agreement with a single Caterer without cause by giving the Caterer sixty (60) days written notice before the effective termination date.

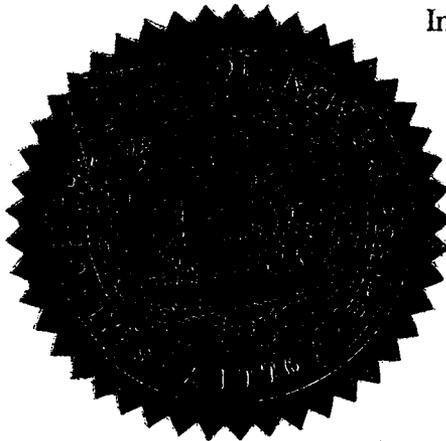
If for any reason, the Caterer fails to deliver contracted services, the Caterer shall be terminated and assessed a "failure to perform" fee for State run events of \$5,000. If the Caterer foresees an event beyond its reasonable and normal control, and properly notifies the State of such event in writing; the Caterer shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Agreements with third parties in which the Caterer fails to deliver contracted services shall be the financial responsibility and liability of the contracted Caterer. In addition, the Caterer shall be terminated and assessed a "failure to perform" fee for any lost revenue to the State and shall reimburse the State for any legal action taken against the State by third parties.

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 Flavor Concepts LLC is a New Hampshire limited liability company formed on April 29, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of March, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

## Consent of All Members

As the limited liability company (LLC) members of Flavor Concepts, LLC, a New Hampshire limited liability company formed on April 29, 2009 with a NH Business ID of 613099 and a Federal EIN of 27-1001485, we consent that we have been, since the formation of the Company, and are the only current members of the Company.

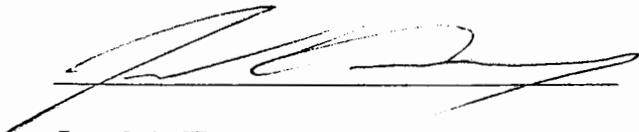
Additionally we, as all current and previous members, consent that we are aware of and approve of the Company's pursuance of entering into a contract with the State for catering, food and beverages services. We, as all current and previous members, authorize Evan Hennessey, member, to execute this contract on our behalf to bind the business organization.

### MEMBERS:

\_\_\_\_\_

**Evan M. Hennessey**

**TITLE:** Member / COO  
**ADDRESS:** 15 Roosevelt Ave, Dover, NH 03820  
**DOB:** September 10, 1976  
**POB:** Arlington, MA

  
**Jared A. Hennessey**

**TITLE:** Member / CFO  
**ADDRESS:** 3650 S Glebe Rd Unit 360, Arlington, VA 22202  
**DOB:** October 17, 1982  
**POB:** Dover, NH

County/City of Fairfax  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 7<sup>th</sup> day of March  
2013 by  
Jared A. Hennessey  
(Name of person seeking acknowledgment)  
Nancy A. Edwards  
Notary Public  
My commission expires: June 30, 2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY),  
2/18/2013

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

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

<b>PRODUCER</b> Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043		<b>CONTACT NAME:</b> Nancy Wallace <b>PHONE (A/C, No, Ext):</b> (207) 985-2941 <b>FAX (A/C, No):</b> (207) 985-3122 <b>E-MAIL ADDRESS:</b> nancy.wallace@kennebunksavings.com <b>PRODUCER CUSTOMER ID #:</b> 00015686	
<b>INSURED</b> Flavor Concepts, LLC, Stages Dining, Stages at One Washington 3650 S Glebe Rd Unit 360 Arlington VA 22202		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Patriot Insurance Co. INSURER B: Frankenmuth Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 2013-2014      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	GENERAL LIABILITY			CPP6209136	1/19/2013	1/19/2014	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMPOP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY			BA6209136	1/19/2013	1/19/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS			Hired & Non Owned	\$ 1,000,000					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		CPP6209136	1/19/2013	1/19/2014	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000	
	DEDUCTIBLE								\$
	RETENTION \$								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPP6209136	1/19/2013	1/19/2014	WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			CPP6209136	1/19/2013	1/19/2014		1,000,000	

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

**CERTIFICATE HOLDER****CANCELLATION**

Jude.David@dred.state.nh.u

State of New Hampshire  
 Department of Resources and Economic Deve  
 Division of Parks & Recreation  
 170 Ocean Blvd  
 Hampton, NH 03842

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

AUTHORIZED REPRESENTATIVE

Danny Edgecomb/NW

Subject: Catering Services

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

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name Old Salt Eating, Drinking Place		1.4 Contractor Address 490 Lafayette Rd Hampton, NH 03842	
1.5 Contractor Phone Number (603)-926-8372	1.6 Account Number 37020000-402197 25P03505	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph A. Higgins III / President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Rockingham</u> On <u>2/17/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Lisa M. Butler, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.16 Approval by the NH, Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/20/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

 2/16/15

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE:**

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

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

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

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

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

Contractor Initials

Date



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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

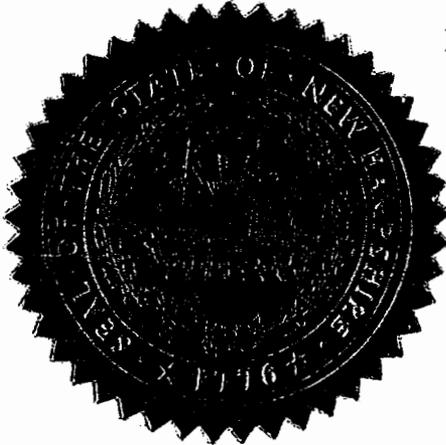
The signature is a stylized, cursive scribble. The date is written as "5/16/03".

# 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 THE OLD SALT EATING AND DRINKING PLACE AND APARTMENTS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 22, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of March, A.D. 2013

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

William M. Gardner  
Secretary of State



# State of New Hampshire

## 2013 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 293-A:16.22.  
**REPORT DUE BY April 1, 2013**  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 01/22/2013  
Business ID: 101362  
William M. Gardner  
Secretary of State

THE OLD SALT EATING AND DRINKING PLACE AND APARTMENTS, INC.

490 LAFAYETTE RD  
HAMPTON, NH 03842

**ADDRESS OF PRINCIPAL OFFICE:**

490 LAFAYETTE RD  
HAMPTON, NH 03842

**REGISTERED AGENT AND OFFICE:**

SAARI, PETER J, ESQ  
CASASSA & RYAN, 459 LAFAYETTE ROAD  
HAMPTON, NH 03842

ENTITY TYPE:	CORPORATION
BUSINESS ID:	101362
STATE OF DOMICILE:	NEW HAMPSHIRE
RESTAURANT	

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address \_\_\_\_\_  
 The new principal office address \_\_\_\_\_

PO Box is acceptable.

**OFFICERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE OFFICER BELOW)

**A**

PRES. Joseph Higgins A Higgins  
STREET 490 Lafayette Rd  
CITY/STATE/ZIP Hampton Nh 03842

V-PRES. Michael D Higgins  
STREET 490 Lafayette Rd  
CITY/STATE/ZIP Hampton Nh 03842

SEC.Y. Mary K Taylor  
STREET 490 Lafayette Rd  
CITY/STATE/ZIP Hampton Nh 03842

TREAS. Mary K Taylor  
STREET 490 Lafayette Rd  
CITY/STATE/ZIP Hampton Nh 03842

**BOARD OF DIRECTORS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

**B**

DIR. Mary K Taylor  
STREET 490 Lafayette Rd  
CITY/STATE/ZIP Hampton Nh 03842

NAME .....

STREET .....

CITY/STATE/ZIP .....

NAME .....

STREET .....

CITY/STATE/ZIP .....

NAME .....

STREET .....

CITY/STATE/ZIP .....

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Mary K Taylor

Please print name and title of signer: Mary K Taylor / SECRETARY  
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): \_\_\_\_\_



010136220131000

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

# The Old Salt & Lamie's Inn

EATING AND DRINKING PLACE

32 CHARMING ROOMS

www.oldsaltnh.com  
www.lamiesinn.com

## CERTIFICATE OF VOTE/AUTHORITY

I, Joseph A. Higgins III, hereby certify that I am the duly elected President of The Old Salt Eating and Drinking Place.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board Of Directors of the corporation, duly called and held on February 6, 2013 at 10:00am at the office Of the Old Salt Eating and Drinking Place in Hampton, NH, at which a quorum of the board was present and voting.

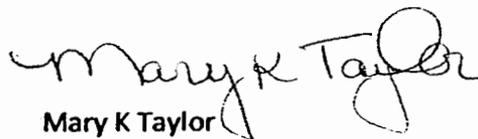
VOTED: Joseph A Higgins III President, Michael D Higgins Vice president,  
and Mary K Taylor Secretary/ Treasurer

THAT JOSEPH A HIGGINS III, PRESIDENT, OF SAID CORPORATION, IS HEREBY DULY AUTHORIZED AND EMPOWERED TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AN AGREEMENT WITH THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, FOR THE SEASHELL OCEANFRONT PAVILLION PROJECT AND FURTHER AUTHORIZING HIM TO EXECUTE ANY DOCUMENTS WHICH MAY IN HIS JUDGEMENT BE DESIRABLE OR NECESSARY TO EFFECT THE PURPOSE OF THIS VOTE.

I hereby certify that said vote has not been amended or repealed and remains in full force and Effect as of February 6, 2013.

A true copy attest:

February 17, 2013



Mary K Taylor  
Secretary/ Treasurer



NH418962

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2013

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

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

<b>PRODUCER</b> Commercial Lines - (800) 990-7465 Wells Fargo Special Risks, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	<b>CONTACT NAME:</b> Donna Desharnais	
	<b>PHONE (A/C, No, Ext):</b> 603-559-1361 <b>FAX (A/C, No):</b> 855-529-7684 <b>E-MAIL ADDRESS:</b> donna.desharnais@wellsfargo.com	
<b>INSURED</b> Old Salt Eating & Drinking Place at Lamie's Inn, Inc. 490 Lafayette Road  Hampton, NH 03842	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Co.	25615
	<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company	41840
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 5707148**      **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			660-5989P107-COF-12	02/21/2013	02/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWV3304113-04	06/12/2012	06/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP6565P960	02/21/2013	02/21/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			660-5989P107-COF-12	2/21/13	2/21/14	\$1,000,000/\$2,000,000

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

The State of New Hampshire, DRED - Division of Parks and Recreation is an additional insured with respects to catering services provided by the insured at the Seashell Complex, Hampton Beach State Park, Hampton NH.

**CERTIFICATE HOLDER**

State of New Hampshire, DRED  
 Division of Parks and Recreation  
 PO Box 0924  
 Hampton, NH 03843-0924

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)

(This certificate replaces certificate 5707103 issued on 3/6/2013)

# NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

**This is to certify that:**      **The Old Salt Eating Dr**  
    **Kathi Taylor**  
    **490 Lafayette Rd**  
    **Hampton, NH 03842**

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE * <input type="checkbox"/> Continuous <input type="checkbox"/> Extended <input type="checkbox"/> Policy Term	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION	03/01/13 - 03/01/14	12701	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: NH
			<b>EMPLOYERS LIABILITY:</b> Bodily Injury By Accident: 1,000,000      Each Accident Bodily Injury By Disease 1,000,000      Policy Limit Bodily Injury By Disease 1,000,000      Each Person
OTHER			
<b>ADDITIONAL COMMENTS:</b>			

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

Notice of Cancellation: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

New Hampshire Hospitality Compensation Trust

*Rebecca E. Lanney*

Authorized Signature

Concord NH 603-224-7337 March 5, 2013

Office      Phone Number      Date Issued

The Old Salt Eating Dr  
 490 Lafayette Rd  
 Hampton, NH 03842

Subject: Catering Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name THE MEAT HOUSE - STRATHAM, NH		1.4 Contractor Address 28 PORTSMOUTH AVE STRATHAM, NH 07885	
1.5 Contractor Phone Number 603-418-6557	1.6 Account Number 37020000-402197-25 P03605	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DIRECTOR OF SALES & MARKETING	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/28/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		ASHLEY R FOLLIS Notary Public-New Hampshire My Commission Expires January 25, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Ashley Follis, Director of H.R.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>NA</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/1/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

**State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation**

**CATERING SERVICES AT THE SEASHELL COMPLEX  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**EXHIBIT A**

**Scope of Services:** The Contractors, hereinafter called "Caterers," shall be responsible for providing catering services along with a cash bar at the Oceanfront Pavilion and South Pavilion Conference Room located at the Hampton Beach Seashell Complex on a *non-exclusive* basis, for the purpose of enhancing the guest experience, cultivating a mutually beneficial partnership with and providing a source of revenue to the Department of Resources and Economic Development ("State"). Catering services, including food and liquor services, may be required at the following four locations: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace, and the sand/beach area abutting the Pavilion.

The Caterers shall provide a wide variety of options for catering services at a reasonable charge to individuals and organizations that rent the facilities, and to the State for State functions, collectively the "Customer." If the Caterer is unable to provide the necessary services and supplies, the Caterer shall work with the Customer to arrange for such services and supplies so as to provide a high-quality, customer focused experience as befits a premier State Park facility. Catering services and related supplies shall include, but not be limited to:

1. Food Service
2. Cash Bar
3. Linens
4. Dishes
5. Glasses
6. Silverware
7. Utensils
8. All cook and service ware
9. Assist guest with any other rental needs
10. Post-event cleanup. All areas shall be clean and fully restored by the end of the event. No caterer-owned equipment shall be left onsite. Restoration shall be deemed acceptable to the State upon inspection by the event coordinator. Caterer shall reimburse the State for any and all costs to clean and restore the facility and equipment to its original condition.

The State and the Caterers shall meet quarterly to assess reasonableness of charges associated with the above services.

The Caterers shall keep on file at all times a current State of New Hampshire Off-Premises Liquor License or shall outsource the liquor services to a contracted caterer that holds a current State of New Hampshire Off-Premises Liquor License. Additionally, Caterers shall keep on file at all times a current State of New Hampshire Food Service License issued by the State Division of Health and Human Services.

Contact information for all Caterers will be provided to all Customers whose reservation originated with by State or its agents. The Caterers shall service all State-initiated events, whose selection shall be based upon solicited quotes, and at the State's discretion. In all cases, Caterers shall enter into separate written agreement with each Customer seeking catering services. Such agreements shall document, at a minimum but not limited to, the expectation of services, number of expected attendees, and method of payment.

In addition, the Caterers shall generate additional revenues by actively proposing to the State, and promoting and producing "function" business at the Seashell Complex throughout the year. All function events are subject to final approval by the State and shall be in accordance with the State Park guidelines.

During events, appropriate service dress shall be required for all staff. Managers shall be easily identifiable and chefs manning serving stations shall appear in classic chef's uniform and hat. Deviations of standard apparel for events shall be approved by the State.

The on-site kitchen shall primarily serve as the staging area for State-held functions. Parking for catering support vehicles shall be designated to the parking apron adjacent to the pavilion service entrance during events and for re-supply. Two parking spaces shall be temporarily assigned to the Caterers for their use during the event.

The State may provide wireless internet connection for which the Caterers may use to process credit card activity, however, the Caterers shall be solely responsible and liable for operating and maintaining secure credit card transactions, processing and recordkeeping, in compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The State shall not be liable to the Caterers or any other person for any loss, damage, or inconvenience occasioned by any cause whatsoever to said Caterers, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or wireless internet connection.

The contract term shall begin upon Governor and Executive Council approval through March 31, 2014.

In addition to the provisions in Exhibit C, the State reserves the right, at its discretion, to terminate its contract with any Caterer due to the Caterer's substantive lack of performance including but not limited to lack of providing customer-contracted services for scheduled events, or for any accounting discrepancies or general lack of cooperation in providing the required financial information to the State. The reason(s) for cancellation shall be stated in a written notice to the Caterer. This contract shall remain in full force with all remaining Caterers in compliance with the terms and conditions herein.

## **EXHIBIT B**

The revenue sharing shall consist of the following:

1. Function bookings originated by the State or its agents:
  - a. Caterers shall pay 20% commission rate to the State; and
2. Function bookings during "un-booked" days proposed by the Caterer or its representatives and approved by the State:
  - a. Caterers shall pay 15% commission rate to the State on Fridays, Saturdays and Sundays in-season (May 1-October 31) and on holidays throughout the entire year; and
  - b. Caterers shall pay 10% commission rate to the State on Mondays, Tuesdays, Wednesdays and Thursdays year-round during non-holidays; and
  - c. Caterers shall pay 10% commission rate to the State in the off-season (November 1- April 30) during non-holidays.

Commission rates shall be applied to the "gross sales" of the Caterer's operations occurring at the Seashell Complex, adjacent patios or adjacent beach areas, excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, liquor, and merchandise offered for sale by the Caterers. Commissions shall be subject to "returns and allowances."

**Sales Records**

Caterers shall provide accountable records to track gross sales. Generally, sales from food are based on a predetermined per participant fee. An itemized invoice along with an agreement between the Caterer and Customer shall be submitted to the State's Event Management department 60 days prior to the event and shall include items such as food, rentals and service charges.

For sales of beverages, the Caterer shall adopt a system that is able to track sales. Whether the agreement with the Customer is a "cash bar" (transactional fee collected at the time of the sale) or an "open bar" arrangement, the State reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel shall be present to observe sales during the event or review the sales after the event.

The Caterers shall submit an event report within 7 days following the event which reconciles food sales and beverage sales which will be used to compute the commission due the State. The State reserves the right to create a standardized report for summarization purposes and reserves the right to request the Customer agreement from the Caterer.

**Payment to State**

Commissions owed to the State shall be paid monthly within fifteen (15) days after the close of the previous month. Checks shall be made payable to "Treasurer, State of New Hampshire," attached to duplicate copies of sales reports for the previous month, and delivered to the Events and Facilities Manager.

Caterers shall at all times provide receipts to the State in an efficient, economic, and timely manner in accordance with generally accepted business practices.

**Accounting Records**

Caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from events associated with this contract. The records including bank transactions shall be made available upon demand to the State for purposes of verifying and auditing revenue.

**Penalties**

The State reserves the right to disqualify a Caterer from future events if there are any accounting discrepancies or general lack of cooperation in providing financial information to the State.

**Accounting Reports**

Caterers shall submit within 90 days of the Caterer's fiscal year to the State the following accounting reports:

- a. Detailed Revenue Report from operations at Hampton Beach State Park facilities.
- b. Review by CPA indicating that revenue from on-site operations is fairly stated in relation to the Caterer's overall financial statements.

**EXHIBIT C – SPECIAL PROVISIONS****Additional Liability Insurance**

In accordance with the Form P-37, Item 14.1.2, fire and extended coverage insurance shall be in the amount of \$2,000,000.

In addition to the Form P-37, Item 14 Insurance, the Caterers shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, Liquor Liability Insurance that covers its operations and services.

**Amendment**

Form P-37, Item 18 Amendment is repealed and replaced with the following: This Agreement may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Caterers.

**Termination**

Form P-37, Item 10 Termination is repealed and replaced with the following: The State may terminate its Agreement with a single Caterer without cause by giving the Caterer sixty (60) days written notice before the effective termination date.

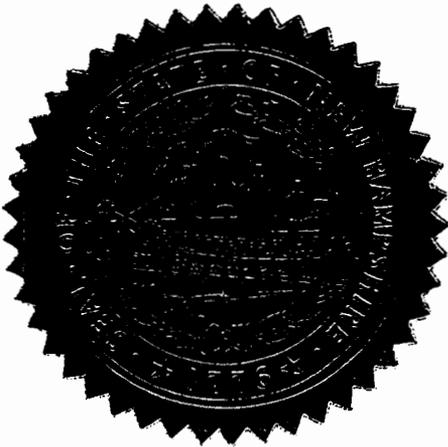
If for any reason, the Caterer fails to deliver contracted services, the Caterer shall be terminated and assessed a "failure to perform" fee for State run events of \$5,000. If the Caterer foresees an event beyond its reasonable and normal control, and properly notifies the State of such event in writing; the Caterer shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Agreements with third parties in which the Caterer fails to deliver contracted services shall be the financial responsibility and liability of the contracted Caterer. In addition, the Caterer shall be terminated and assessed a "failure to perform" fee for any lost revenue to the State and shall reimburse the State for any legal action taken against the State by third parties.

# 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 Meat House Marketing, LLC is a New Hampshire limited liability company formed on May 15, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of March, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 304-C:80.  
REPORT DUE BY April 1, 2013  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Meat House Marketing, LLC  
507 State Street  
Portsmouth, NH 03801

**ADDRESS OF PRINCIPAL OFFICE:**

507 State Street  
Portsmouth, NH 03801

**REGISTERED AGENT AND OFFICE:**

Nadeau, J. P., Esq  
507 State Street  
Portsmouth, NH 03801

ENTITY TYPE: LLC  
BUSINESS ID: 596623  
STATE OF DOMICILE: NEW HAMPSHIRE

To engage in the advertising, marketing and promoting, in any manner, all meat House products, merchandise, companies and franchises, and to engage in all

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address \_\_\_\_\_  
 The new principal office address \_\_\_\_\_

PO Box is acceptable.

**MANAGERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT

NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....

**MEMBERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS

NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....

NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

To be signed by the manager, if no manager, must be signed by a member.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: \_\_\_\_\_

Please print name and title of signer: \_\_\_\_\_

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): \_\_\_\_\_



059662320131008

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301



Neighborhood Butcher & Grocer

## The Meat House

### CERTIFICATE OF VOTE/AUTHORITY

February 28<sup>th</sup>, 2013

I, Amber Lorden, hereby certify that I am the duly elected Catering and Event Manager of The Meat House.

I hereby certify that the Board of Directors of the Corporation do consent to the authorization of Signature of Cary Tober, without the formality of convening a meeting which shall have the same force and effect as if taken at a special meeting of the Directors duly called and constituted pursuant to the Corporation's By-Laws and the laws of the State of New Hampshire.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of February 28<sup>th</sup>, 2013, and that Cary Tober is the duly elected Director of Sales and Marketing respectively of the Corporation.

Date: 2/28/13

Attest:

  
Amber Lorden;

Catering and Event Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2013

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street  Natick MA 01760		<b>CONTACT NAME:</b> Risk Management <b>PHONE (A/C No. Ext):</b> (508) 651-7700 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Meat House Management LLC 670 Commercial Street Suite 101 Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oaks Fire <b>INSURER B:</b> MEMIC Indemnity Company Inc. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25615	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2012-13 Master                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJ. SUBR. INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6304A118117	7/21/2012	7/21/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> LIQUOR LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			8104A473557	7/21/2012	7/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
Uninsured motorist combined							\$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801407	7/21/2012	7/21/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	<input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Resources & Economic Dev. Division of Parks and Recreation 172 Pembroke Road P.O. Box 1856 Concord, NH 03302-1856	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Rosemary Fulham/HJ1
---	--

Leanne Lavoie

---

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:26 AM  
**To:** Jude David; Leanne Lavoie  
**Subject:** RE: Seacoast Weddings & Events Guide Advertising Opportunities

Just as an FYI neither Fosters nor Meat House is going to hold a liquor license so we do not need liquor liability insurance from them...

Jude David, Events and Facilities Manager  
New Hampshire State Parks  
PO Box 0924  
Hampton, NH 03843-0924  
Voice: 603-227-8715  
Fax: 603-926-6073  
[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)  
[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:20 AM  
**To:** Leanne Lavoie  
**Subject:** FW: Seacoast Weddings & Events Guide Advertising Opportunities

Hi Leanne,

See below response from Bill's Foster's Downeast Clambake and attached WC insurance. Please let me know if anything stands out to you as additional needed or missing in below email and on insurance. Thanks.

Jude David, Events and Facilities Manager  
New Hampshire State Parks  
PO Box 0924  
Hampton, NH 03843-0924  
Voice: 603-227-8715  
Fax: 603-926-6073  
[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)  
[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Kevin Tacy [<mailto:kevin@fostersclambake.com>]  
**Sent:** Monday, March 11, 2013 5:26 PM  
**To:** Jude David  
**Subject:** Re: Seacoast Weddings & Events Guide Advertising Opportunities

Hi Jude

~~\_\_\_\_\_~~

MISSING - I have requested a lawyer from NH to secure a cert of good standing in NH. I assumed that these certs are only available in the state that the company is incorporated in.

1. I will have the clerk of the corporation sign the COV and mail it to you
2. We have requested from our Workers Comp folks to send you the requested information directly
3. You have my permission to change the incorrect spelling of my last name from Tracy to Tacy

Thanks

Subject: Catering Services

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name DLP Restaurant Corp		1.4 Contractor Address 580 US Highway 1 Bypass	
1.5 Contractor Phone Number 603 431 1440	1.6 Account Number 37020000 402197-8506508	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dan Posternak, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>2/25/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace JANE H. DODGE Notary Public - New Hampshire My Commission Expires June 20, 2017 <u>Jane H. Dodge</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Philip A. Bruce, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: <u>3/20/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

**7. PERSONNEL.**

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

Contractor Initials

Date



2-25-13

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

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

**State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation**

**CATERING SERVICES AT THE SEASHELL COMPLEX  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**EXHIBIT A**

**Scope of Services:** The Contractors, hereinafter called "Caterers," shall be responsible for providing catering services along with a cash bar at the Oceanfront Pavilion and South Pavilion Conference Room located at the Hampton Beach Seashell Complex on a *non-exclusive* basis, for the purpose of enhancing the guest experience, cultivating a mutually beneficial partnership with and providing a source of revenue to the Department of Resources and Economic Development ("State"). Catering services, including food and liquor services, may be required at the following four locations: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace, and the sand/beach area abutting the Pavilion.

The Caterers shall provide a wide variety of options for catering services at a reasonable charge to individuals and organizations that rent the facilities, and to the State for State functions, collectively the "Customer." If the Caterer is unable to provide the necessary services and supplies, the Caterer shall work with the Customer to arrange for such services and supplies so as to provide a high-quality, customer focused experience as befits a premier State Park facility. Catering services and related supplies shall include, but not be limited to:

1. Food Service
2. Cash Bar
3. Linens
4. Dishes
5. Glasses
6. Silverware
7. Utensils
8. All cook and service ware
9. Assist guest with any other rental needs
10. Post-event cleanup. All areas shall be clean and fully restored by the end of the event. No caterer-owned equipment shall be left onsite. Restoration shall be deemed acceptable to the State upon inspection by the event coordinator. Caterer shall reimburse the State for any and all costs to clean and restore the facility and equipment to its original condition.

The State and the Caterers shall meet quarterly to assess reasonableness of charges associated with the above services.

The Caterers shall keep on file at all times a current State of New Hampshire Off-Premises Liquor License or shall outsource the liquor services to a contracted caterer that holds a current State of New Hampshire Off-Premises Liquor License. Additionally, Caterers shall keep on file at all times a current State of New Hampshire Food Service License issued by the State Division of Health and Human Services.

Contact information for all Caterers will be provided to all Customers whose reservation originated with by State or its agents. The Caterers shall service all State-initiated events, whose selection shall be based upon solicited quotes, and at the State's discretion. In all cases, Caterers shall enter into separate written agreement with each Customer seeking catering services. Such agreements shall document, at a minimum but not limited to, the expectation of services, number of expected attendees, and method of payment.

In addition, the Caterers shall generate additional revenues by actively proposing to the State, and promoting and producing "function" business at the Seashell Complex throughout the year. All function events are subject to final approval by the State and shall be in accordance with the State Park guidelines.

During events, appropriate service dress shall be required for all staff. Managers shall be easily identifiable and chefs manning serving stations shall appear in classic chef's uniform and hat. Deviations of standard apparel for events shall be approved by the State.

The on-site kitchen shall primarily serve as the staging area for State-held functions. Parking for catering support vehicles shall be designated to the parking apron adjacent to the pavilion service entrance during events and for re-supply. Two parking spaces shall be temporarily assigned to the Caterers for their use during the event.

The State may provide wireless internet connection for which the Caterers may use to process credit card activity, however, the Caterers shall be solely responsible and liable for operating and maintaining secure credit card transactions, processing and recordkeeping, in compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The State shall not be liable to the Caterers or any other person for any loss, damage, or inconvenience occasioned by any cause whatsoever to said Caterers, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or wireless internet connection.

The contract term shall begin upon Governor and Executive Council approval through March 31, 2014.

In addition to the provisions in Exhibit C, the State reserves the right, at its discretion, to terminate its contract with any Caterer due to the Caterer's substantive lack of performance including but not limited to lack of providing customer-contracted services for scheduled events, or for any accounting discrepancies or general lack of cooperation in providing the required financial information to the State. The reason(s) for cancellation shall be stated in a written notice to the Caterer. This contract shall remain in full force with all remaining Caterers in compliance with the terms and conditions herein.

## **EXHIBIT B**

The revenue sharing shall consist of the following:

1. Function bookings originated by the State or its agents:
  - a. Caterers shall pay 20% commission rate to the State; and
2. Function bookings during "un-booked" days proposed by the Caterer or its representatives and approved by the State:
  - a. Caterers shall pay 15% commission rate to the State on Fridays, Saturdays and Sundays in-season (May 1-October 31) and on holidays throughout the entire year; and
  - b. Caterers shall pay 10% commission rate to the State on Mondays, Tuesdays, Wednesdays and Thursdays year-round during non-holidays; and
  - c. Caterers shall pay 10% commission rate to the State in the off-season (November 1- April 30) during non-holidays.

Commission rates shall be applied to the "gross sales" of the Caterer's operations occurring at the Seashell Complex, adjacent patios or adjacent beach areas, excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, liquor, and merchandise offered for sale by the Caterers. Commissions shall be subject to "returns and allowances."

**Sales Records**

Caterers shall provide accountable records to track gross sales. Generally, sales from food are based on a predetermined per participant fee. An itemized invoice along with an agreement between the Caterer and Customer shall be submitted to the State's Event Management department 60 days prior to the event and shall include items such as food, rentals and service charges.

For sales of beverages, the Caterer shall adopt a system that is able to track sales. Whether the agreement with the Customer is a "cash bar" (transactional fee collected at the time of the sale) or an "open bar" arrangement, the State reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel shall be present to observe sales during the event or review the sales after the event.

The Caterers shall submit an event report within 7 days following the event which reconciles food sales and beverage sales which will be used to compute the commission due the State. The State reserves the right to create a standardized report for summarization purposes and reserves the right to request the Customer agreement from the Caterer.

**Payment to State**

Commissions owed to the State shall be paid monthly within fifteen (15) days after the close of the previous month. Checks shall be made payable to "Treasurer, State of New Hampshire," attached to duplicate copies of sales reports for the previous month, and delivered to the Events and Facilities Manager.

Caterers shall at all times provide receipts to the State in an efficient, economic, and timely manner in accordance with generally accepted business practices.

**Accounting Records**

Caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from events associated with this contract. The records including bank transactions shall be made available upon demand to the State for purposes of verifying and auditing revenue.

**Penalties**

The State reserves the right to disqualify a Caterer from future events if there are any accounting discrepancies or general lack of cooperation in providing financial information to the State.

**Accounting Reports**

Caterers shall submit within 90 days of the Caterer's fiscal year to the State the following accounting reports:

- a. Detailed Revenue Report from operations at Hampton Beach State Park facilities.
- b. Review by CPA indicating that revenue from on-site operations is fairly stated in relation to the Caterer's overall financial statements.

**EXHIBIT C – SPECIAL PROVISIONS****Additional Liability Insurance**

In accordance with the Form P-37, Item 14.1.2, fire and extended coverage insurance shall be in the amount of \$2,000,000.

In addition to the Form P-37, Item 14 Insurance, the Caterers shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, Liquor Liability Insurance that covers its operations and services.

**Amendment**

Form P-37, Item 18 Amendment is repealed and replaced with the following: This Agreement may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Caterers.

**Termination**

Form P-37, Item 10 Termination is repealed and replaced with the following: The State may terminate its Agreement with a single Caterer without cause by giving the Caterer sixty (60) days written notice before the effective termination date.

If for any reason, the Caterer fails to deliver contracted services, the Caterer shall be terminated and assessed a "failure to perform" fee for State run events of \$5,000. If the Caterer foresees an event beyond its reasonable and normal control, and properly notifies the State of such event in writing; the Caterer shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Agreements with third parties in which the Caterer fails to deliver contracted services shall be the financial responsibility and liability of the contracted Caterer. In addition, the Caterer shall be terminated and assessed a "failure to perform" fee for any lost revenue to the State and shall reimburse the State for any legal action taken against the State by third parties.

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 DLP Restaurant Corp. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 28, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of March, A.D. 2013

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

William M. Gardner  
Secretary of State

I, Noel G. Posternak, hereby certify, as duly elected Chairman of the Board of Directors, of DLP Restaurant Corporation, that, Daniel L. Posternak, President of DLP Restaurant Corporation, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.



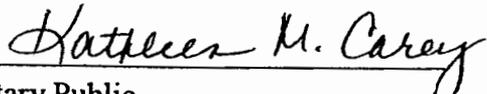
Noel G. Posternak, Chairman

State of Florida

County of Palm Beach

On this 25<sup>th</sup> day of February, 2013 before me, KATHLEEN CAREY, personally appeared Noel G. Posternak known to me (or satisfactorily proved) to be the person whose name is scribed to the within instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:



Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2013

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

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

<b>PRODUCER</b> Tapley Insurance Agency Inc. 300 York Street PO Box 808 York ME 03909-0808	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 363-7894 FAX (A/C, No): (207) 363-4794 E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Netherlands</td> <td>24171</td> </tr> <tr> <td>INSURER B: Excelsior</td> <td>11045</td> </tr> <tr> <td>INSURER C: Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Netherlands	24171	INSURER B: Excelsior	11045	INSURER C: Peerless Insurance Company	24198	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> DLP Restaurant, Inc., DBA: Roundabout Diner & Chill Catering & Event Center 580 US Highway ByPass One Portsmouth NH 03801														

**COVERAGES**                      **CERTIFICATE NUMBER:** 12-13 Liab                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP2175101	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any 'one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPOP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			BA3234474	12/1/2012	12/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Hired/borrowed \$ 1,000,000
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU8743200	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8762359	4/12/2012	4/12/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			CBP2175101	12/1/2012	12/1/2013	Each Common Cause \$1,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Issued as evidence of insurance for restaurant and catering operations performed during the policy term.

<b>CERTIFICATE HOLDER</b>  jude.david@dred.state.nh.u  State of New Hampshire - DRED Parks Jude David PO Box 0924 Hampton, NH 03843	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Wendy Tapley CIC/ELC
--	--





5/1/13

DB #1193

# 58

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

April 15, 2013

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract with the caterer shown below to provide non-exclusive catering services at the Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park in Hampton, NH upon Governor and Executive Council approval through March 31, 2014.

Company Name	City / State
Bill Foster's Down East Clambake, Inc.	York, ME 03909

2. Further authorize the Department to accept monthly commission payments, at a rate of 20%, 15% or 10% based on the origin of reservations and dates booked to be paid by the caterer in accordance with the terms of the contract.

**EXPLANATION**

In early January 2013 the Division of Parks and Recreation advertised a Request for Proposals (RFP) for non-exclusive Catering Services at the new Oceanfront Pavilion and South Pavilion Conference Room at Hampton Beach State Park. A copy of the RFP was posted on the Department of Administrative Services' and the Division's websites. In addition, a notice was sent to the Hampton Area Chamber of Commerce, and an email notification sent to all Chamber businesses in the food and beverage industry. Eight (8) establishments attended a mandatory pre-proposal meeting and site tour held on January 11 and 15, 2013, of which seven (7) proposals were received. A three (3) person selection committee comprised of members from DRED reviewed and scored the proposals and found them all to be satisfactory. A copy of the scoring summary and the committee members is attached for your information and convenience. Five (5) of the catering contracts were already approved by the Governor and Executive Council on April 17, 2013, Item #69. This contract with Bill Foster's is expected to be the final caterer selected to perform these services.

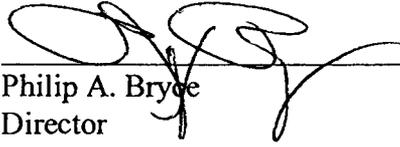
The multi-catering contracts will provide a wide variety of catering options at a reasonable cost to individuals and organizations that rent the facilities, to include: food service, liquor and beverage

service, linens, dishes, glasses, silverware, utensils, and all cook and service ware.

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

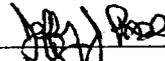
Respectfully submitted,

Concurred,



---

Philip A. Bryce  
Director



---

Jeffrey J. Rose  
Commissioner

JJR/PAB/lml

**RFP - Catering Services Proposal Scoring Sheet: January 29, 2013**

**Business Name: *Lupoli Companies***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	25	30	40	95
Jude David Event & Facility Mgr.	30	33	30	93
Marianne Chaisson Events Coordinator	25	30	40	95
<b>Grand Total:</b>				<b>283</b>

**Business Name: *Bill Foster's Downeast Clambake***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	30	20	80
Jude David Event & Facility Mgr.	30	30	35	95
Marianne Chaisson Events Coordinator	30	30	25	85
<b>Grand Total:</b>				<b>260</b>

**Business Name: *Dunbar Hotel, LLC d/b/a Ashworth by the Sea***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	30	20	80
Jude David Event & Facility Mgr.	30	25	30	85
Marianne Chaisson Events Coordinator	30	30	25	85
<b>Grand Total:</b>				<b>250</b>

**RFP - Catering Services Proposal Scoring Sheet: January 29, 2013**

**Business Name: *Flavor Concepts, LLC***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	30	20	30	80
Jude David Event & Facility Mgr.	25	25	35	85
Marianne Chaisson Events Coordinator	30	15	25	70
<b>Grand Total:</b>				<b>235</b>

**Business Name: *The Old Salt Eating and Drinking Place and Apartments, Inc.***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	15	25	30	70
Jude David Event & Facility Mgr.	25	25	30	80
Marianne Chaisson Events Coordinator	20	20	25	65
<b>Grand Total:</b>				<b>215</b>

**Business Name: *The Meat House***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	20	25	20	65
Jude David Event & Facility Mgr.	20	20	20	60
Marianne Chaisson Events Coordinator	20	20	20	60
<b>Grand Total:</b>				<b>185</b>

Subject:

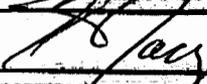
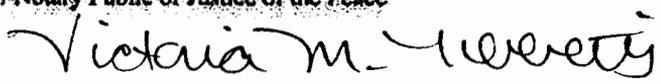
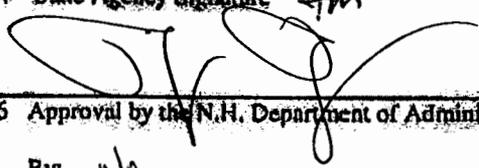
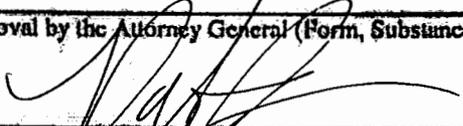
Catering Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name Bill FOSTERS DOWNCAST CHAMBAKE <sup>INS</sup>		1.4 Contractor Address 5 Axholme Rd York, ME 03909	
1.5 Contractor Phone Number 800 552 0243	1.6 Account Number 3702000-402197 35P03505	1.7 Completion Date March 31, 2014	1.8 Price Limitation 10%-20% Commission Rate
1.9 Contracting Officer for State Agency Jude David, Events and Facilities Manager		1.10 State Agency Telephone Number (603)227-8715	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin Tracy - OWNER	
1.13 Acknowledgement: State of <u>Maine</u> County of <u>York</u> On <u>2/20/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		VICTORIA M. TIBBETTS NOTARY STATE OF MAINE COMMISSION EXPIRES 8-19-16	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/20/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**RFP - Catering Services Proposal Scoring Sheet: January 29, 2013**

**Business Name: *DLP Restaurant Corp (DLP Chill)***

	<b>Operation Plan Max Points (30)</b>	<b>Past Exp/Qualifications Max Points (30)</b>	<b>Financial Commitment Max Points (40)</b>	<b>TOTAL</b>
Gail Wolek Deputy Director	20	30	10	60
Jude David Event & Facility Mgr.	25	25	20	70
Marianne Chaisson Events Coordinator	20	20	20	60
<b>Grand Total:</b>				<b>190</b>

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

**7. PERSONNEL.**

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

**State of New Hampshire**  
**Department of Resources and Economic Development**  
**Division of Parks and Recreation**

**CATERING SERVICES AT THE SEASHELL COMPLEX**  
**HAMPTON BEACH STATE PARK**  
**HAMPTON, NH**

**EXHIBIT A**

**Scope of Services:** The Contractors, hereinafter called "Caterers," shall be responsible for providing catering services along with a cash bar at the Oceanfront Pavilion and South Pavilion Conference Room located at the Hampton Beach Seashell Complex on a *non-exclusive* basis, for the purpose of enhancing the guest experience, cultivating a mutually beneficial partnership with and providing a source of revenue to the Department of Resources and Economic Development ("State"). Catering services, including food and liquor services, may be required at the following four locations: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace, and the sand/beach area abutting the Pavilion.

The Caterers shall provide a wide variety of options for catering services at a reasonable charge to individuals and organizations that rent the facilities, and to the State for State functions, collectively the "Customer." If the Caterer is unable to provide the necessary services and supplies, the Caterer shall work with the Customer to arrange for such services and supplies so as to provide a high-quality, customer focused experience as befits a premier State Park facility. Catering services and related supplies shall include, but not be limited to:

1. Food Service
2. Cash Bar
3. Linens
4. Dishes
5. Glasses
6. Silverware
7. Utensils
8. All cook and service ware
9. Assist guest with any other rental needs
10. Post-event cleanup. All areas shall be clean and fully restored by the end of the event. No caterer-owned equipment shall be left onsite. Restoration shall be deemed acceptable to the State upon inspection by the event coordinator. Caterer shall reimburse the State for any and all costs to clean and restore the facility and equipment to its original condition.

The State and the Caterers shall meet quarterly to assess reasonableness of charges associated with the above services.

The Caterers shall keep on file at all times a current State of New Hampshire Off-Premises Liquor License or shall outsource the liquor services to a contracted caterer that holds a current State of New Hampshire Off-Premises Liquor License. Additionally, Caterers shall keep on file at all times a current State of New Hampshire Food Service License issued by the State Division of Health and Human Services.

Contact information for all Caterers will be provided to all Customers whose reservation originated with by State or its agents. The Caterers shall service all State-initiated events, whose selection shall be based upon solicited quotes, and at the State's discretion. In all cases, Caterers shall enter into separate written agreement with each Customer seeking catering services. Such agreements shall document, at a minimum but not limited to, the expectation of services, number of expected attendees, and method of payment.

In addition, the Caterers shall generate additional revenues by actively proposing to the State, and promoting and producing "function" business at the Seashell Complex throughout the year. All function events are subject to final approval by the State and shall be in accordance with the State Park guidelines.

During events, appropriate service dress shall be required for all staff. Managers shall be easily identifiable and chefs manning serving stations shall appear in classic chef's uniform and hat. Deviations of standard apparel for events shall be approved by the State.

The on-site kitchen shall primarily serve as the staging area for State-held functions. Parking for catering support vehicles shall be designated to the parking apron adjacent to the pavilion service entrance during events and for re-supply. Two parking spaces shall be temporarily assigned to the Caterers for their use during the event.

The State may provide wireless internet connection for which the Caterers may use to process credit card activity, however, the Caterers shall be solely responsible and liable for operating and maintaining secure credit card transactions, processing and recordkeeping, in compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The State shall not be liable to the Caterers or any other person for any loss, damage, or inconvenience occasioned by any cause whatsoever to said Caterers, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or wireless internet connection.

The contract term shall begin upon Governor and Executive Council approval through March 31, 2014.

In addition to the provisions in Exhibit C, the State reserves the right, at its discretion, to terminate its contract with any Caterer due to the Caterer's substantive lack of performance including but not limited to lack of providing customer-contracted services for scheduled events, or for any accounting discrepancies or general lack of cooperation in providing the required financial information to the State. The reason(s) for cancellation shall be stated in a written notice to the Caterer. This contract shall remain in full force with all remaining Caterers in compliance with the terms and conditions herein.

## **EXHIBIT B**

The revenue sharing shall consist of the following:

1. Function bookings originated by the State or its agents:
  - a. Caterers shall pay 20% commission rate to the State; and
2. Function bookings during "un-booked" days proposed by the Caterer or its representatives and approved by the State:
  - a. Caterers shall pay 15% commission rate to the State on Fridays, Saturdays and Sundays in-season (May 1-October 31) and on holidays throughout the entire year; and
  - b. Caterers shall pay 10% commission rate to the State on Mondays, Tuesdays, Wednesdays and Thursdays year-round during non-holidays; and
  - c. Caterers shall pay 10% commission rate to the State in the off-season (November 1- April 30) during non-holidays.

Commission rates shall be applied to the "gross sales" of the Caterer's operations occurring at the Seashell Complex, adjacent patios or adjacent beach areas, excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, liquor, and merchandise offered for sale by the Caterers. Commissions shall be subject to "returns and allowances."

**Sales Records**

Caterers shall provide accountable records to track gross sales. Generally, sales from food are based on a predetermined per participant fee. An itemized invoice along with an agreement between the Caterer and Customer shall be submitted to the State's Event Management department 60 days prior to the event and shall include items such as food, rentals and service charges.

For sales of beverages, the Caterer shall adopt a system that is able to track sales. Whether the agreement with the Customer is a "cash bar" (transactional fee collected at the time of the sale) or an "open bar" arrangement, the State reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel shall be present to observe sales during the event or review the sales after the event.

The Caterers shall submit an event report within 7 days following the event which reconciles food sales and beverage sales which will be used to compute the commission due the State. The State reserves the right to create a standardized report for summarization purposes and reserves the right to request the Customer agreement from the Caterer.

**Payment to State**

Commissions owed to the State shall be paid monthly within fifteen (15) days after the close of the previous month. Checks shall be made payable to "Treasurer, State of New Hampshire," attached to duplicate copies of sales reports for the previous month, and delivered to the Events and Facilities Manager.

Caterers shall at all times provide receipts to the State in an efficient, economic, and timely manner in accordance with generally accepted business practices.

**Accounting Records**

Caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from events associated with this contract. The records including bank transactions shall be made available upon demand to the State for purposes of verifying and auditing revenue.

**Penalties**

The State reserves the right to disqualify a Caterer from future events if there are any accounting discrepancies or general lack of cooperation in providing financial information to the State.

**Accounting Reports**

Caterers shall submit within 90 days of the Caterer's fiscal year to the State the following accounting reports:

- a. Detailed Revenue Report from operations at Hampton Beach State Park facilities.
- b. Review by CPA indicating that revenue from on-site operations is fairly stated in relation to the Caterer's overall financial statements.

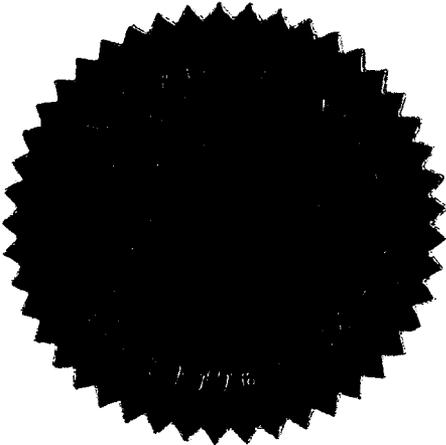
**EXHIBIT C – SPECIAL PROVISIONS****Additional Liability Insurance**

In accordance with the Form P-37, Item 14.1.2, fire and extended coverage insurance shall be in the amount of \$2,000,000.

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 Bill Foster's Down East Clambake, Inc., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 3, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of April, A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State

In addition to the Form P-37, Item 14 Insurance, the Caterers shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, Liquor Liability Insurance that covers its operations and services.

**Amendment**

Form P-37, Item 18 Amendment is repealed and replaced with the following: This Agreement may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Caterers.

**Termination**

Form P-37, Item 10 Termination is repealed and replaced with the following: The State may terminate its Agreement with a single Caterer without cause by giving the Caterer sixty (60) days written notice before the effective termination date.

If for any reason, the Caterer fails to deliver contracted services, the Caterer shall be terminated and assessed a "failure to perform" fee for State run events of \$5,000. If the Caterer foresees an event beyond its reasonable and normal control, and properly notifies the State of such event in writing; the Caterer shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Agreements with third parties in which the Caterer fails to deliver contracted services shall be the financial responsibility and liability of the contracted Caterer. In addition, the Caterer shall be terminated and assessed a "failure to perform" fee for any lost revenue to the State and shall reimburse the State for any legal action taken against the State by third parties.

**Bill Foster's Down East Clambake, Inc.**

**Certificate of Vote/Authority**

**March 12, 2013**

I, Jeffery J. Clark, hereby certify that I am the duly elected Clerk of Bill Foster's Down East Clambake, Inc. (This corporation also operates under the Assumed name of: Foster's Downeast Clambake.)

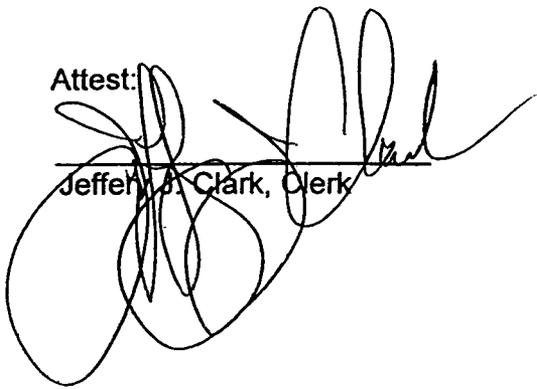
I hereby certify that the Board of Directors of the Corporation consented to authorize Kevin Tacy, as President, to sign all documents necessary on behalf of the Corporation. This authorization, which is consented to without the formality of convening a meeting, shall have the same force and effect as if taken at a special meeting of the Directors duly called and constituted pursuant to the Corporation's By-Laws and the laws of the State of Maine.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 12, 2013, and that Kevin Tacy is duly elected President respectively of the Corporation.

Date: March 12, 2013

Attest:

Jeffery J. Clark, Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2013

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

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

<b>PRODUCER</b> Bragdon Insurance Inc. 286 York Street PO Box 468 York Village ME 03909-0468	<b>CONTACT NAME</b> Susan Leslie <b>PHONE (A/C No. Ext):</b> (207) 363-3200 <b>FAX (A/C. No.):</b> (207) 363-1023 <b>E-MAIL ADDRESS:</b> susan@bragdoninsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bill Foster's Downeast Clambake, Inc. P. O. Box 486 York Harbor ME 03911	<b>INSURER A:</b> Patriot Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1262701359      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP6058127	4/8/2012	4/8/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> LIQUOR LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BA 6058127	4/8/2012	4/8/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						Medical payments \$ 5,000
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept of Resources & Economic Development Division of Parks and Recreation 172 Pembroke Road Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Christian Leslie/PF



# CERTIFICATE OF LIABILITY INSURANCE

SBL  
R001DATE (MM/DD/YYYY)  
03-11-2013

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

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

<b>PRODUCER</b> PEOPLES UNITED INS AGENCY INC/PHS 050605 P: (866) 467-8730 F: (800) 308-5459 301 WOODS PARK DRIVE CLINTON NY 13323	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (800) 308-5459 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> BILL FOSTER'S DOWNEAST CLAMBAKE INC PO BOX 486 YORK HARBOR ME 03911	<b>INSURER A:</b> Hartford Underwriters Ins Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	04 WEC CI7241	01/23/2013	01/23/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

NEW HAMPSHIRE STATE PARKS  
 PO BOX 0924  
 HAMPTON, NH 03843

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Joe Taylor*

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Leanne Lavoie**

---

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:26 AM  
**To:** Jude David; Leanne Lavoie  
**Subject:** RE: Seacoast Weddings & Events Guide Advertising Opportunities

Just as an FYI neither Fosters nor Meat House is going to hold a liquor license so we do not need liquor liability insurance from them...

Jude David, Events and Facilities Manager  
New Hampshire State Parks  
PO Box 0924  
Hampton, NH 03843-0924  
Voice: 603-227-8715  
Fax: 603-926-6073  
[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)  
[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:20 AM  
**To:** Leanne Lavoie  
**Subject:** FW: Seacoast Weddings & Events Guide Advertising Opportunities

Hi Leanne,

See below response from Bill's Foster's Downeast Clambake and attached WC insurance. Please let me know if anything stands out to you as additional needed or missing in below email and on insurance. Thanks.

Jude David, Events and Facilities Manager  
New Hampshire State Parks  
PO Box 0924  
Hampton, NH 03843-0924  
Voice: 603-227-8715  
Fax: 603-926-6073  
[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)  
[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Kevin Tacy [mailto:kevin@fostersclambake.com]  
**Sent:** Monday, March 11, 2013 5:26 PM  
**To:** Jude David  
**Subject:** Re: Seacoast Weddings & Events Guide Advertising Opportunities

Hi Jude

~~REDACTED~~

MISSING - I have requested a lawyer from NH to secure a cert of good standing in NH. I assumed that these certs are only available in the state that the company is incorporated in.

1. I will have the clerk of the corporation sign the COV and mail it to you
2. We have requested from our Workers Comp folks to send you the requested information directly
3. You have my permission to change the incorrect spelling of my last name from Tracy to Tacy

Thanks

**Leanne Lavoie**

---

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:26 AM  
**To:** Jude David; Leanne Lavoie  
**Subject:** RE: Seacoast Weddings & Events Guide Advertising Opportunities

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-----Original Message-----

**From:** Jude David  
**Sent:** Tuesday, March 12, 2013 8:20 AM  
**To:** Leanne Lavoie  
**Subject:** FW: Seacoast Weddings & Events Guide Advertising Opportunities

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Jude David, Events and Facilities Manager  
New Hampshire State Parks  
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[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)  
[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Kevin Tacy [mailto:kevin@fostersclambake.com]  
**Sent:** Monday, March 11, 2013 5:26 PM  
**To:** Jude David  
**Subject:** Re: Seacoast Weddings & Events Guide Advertising Opportunities

Hi Jude

~~REDACTED~~

MISSING - I have requested a lawyer from NH to secure a cert of good standing in NH. I assumed that these certs are only available in the state that the company is incorporated in.

1. I will have the clerk of the corporation sign the COV and mail it to you
2. We have requested from our Workers Comp folks to send you the requested information directly
3. You have my permission to change the incorrect spelling of my last name from Tracy to Tacy

Thanks



**Leanne Lavoie**

---

**From:** Kevin Tacy <kevin@fostersclambake.com>  
**Sent:** Tuesday, March 12, 2013 10:57 AM  
**To:** Jude David  
**Cc:** Leanne Lavoie  
**Subject:** Re: FW: Seacoast Weddings & Events Guide Advertising Opportunities

To whom it may concern,  
You have my permission to remove my name from Form P-37, block 1.13.2 "Name and Title of Notary or Justice of Peace"  
Sincerely,  
Kevin Tacy

On Tue, Mar 12, 2013 at 10:13 AM, Jude David <[Jude.David@dred.state.nh.us](mailto:Jude.David@dred.state.nh.us)> wrote:

Hi Kevin,

Please see below and "respond to all" with permission to cross out your name in the box titled "Name and Title of Notary or Justice of the Peace"

Thank you,

Jude David, Events and Facilities Manager

New Hampshire State Parks

PO Box 0924

Hampton, NH 03843-0924

Voice: [603-227-8715](tel:603-227-8715)

Fax: [603-926-6073](tel:603-926-6073)

[jude.david@dred.state.nh.us](mailto:jude.david@dred.state.nh.us)

[www.nhstateparks.org](http://www.nhstateparks.org)

-----Original Message-----

**From:** Leanne Lavoie  
**Sent:** Tuesday, March 12, 2013 9:41 AM  
**To:** Jude David  
**Subject:** RE: Seacoast Weddings & Events Guide Advertising Opportunities

