



JEFFREY J. ROSE
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

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June 14, 2013

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Travel and Tourism Development to exercise a contract renewal option with Yankee Publishing, Inc. (VC # 174067) of Dublin, NH for production of the New Hampshire Visitors Guide and Supporting Publications upon Governor and Executive Council approval through June 30, 2015. The original contract was approved by Governor and Council on April 27, 2011, item #31. No State Funds will be expended for this contract.

EXPLANATION

DRED is requesting to exercise the option to renew the production of marketing publications contract for an additional two years. The New Hampshire Visitors Guide and NH State Parks Map produced for the Division of Travel and Tourism Development (DTTD) are the most important marketing materials that promote New Hampshire as a year-round destination. Yankee Publishing is a New Hampshire based award winning magazine publisher. Through Yankee Publishing, the Visitors Guide provides affordable advertising to New Hampshire's tourism industry and offers free listings for the state's lodging properties.

Yankee Publishing also provides advertisement design services at no charge to the industry. Further, Yankee Publishing uses New Hampshire photographers and writers for the production of the pieces. Also, at the discretion of DTTD, utilizes royalties accrued to develop new marketing materials, such as niche guides and events guides to respond to current trends.

Yankee's expertise and knowledge of New Hampshire has been an advantage in marketing the State. The last two year's Visitors Guides' have been exemplary. The layout, content and photography are of exceptional quality and impressively reveal to potential visitors the beauty, activities and vacation opportunities that New Hampshire has to offer.

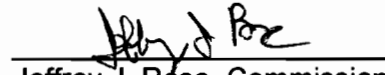
The Attorney General's office reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,



Lori Harnois, Director
Division of Travel and Tourism Development



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

Subject:

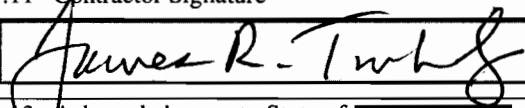
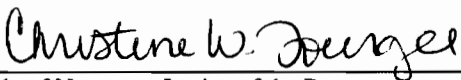
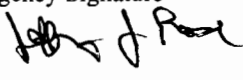
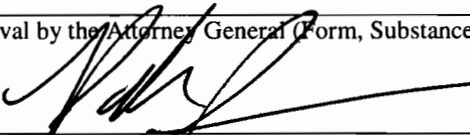
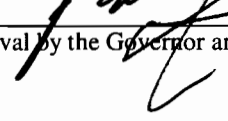
NH VISITORS GUIDE AND SUPPORTING PUBLICATIONS

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE ROAD, PO BOX 1856, CONCORD NH 03302	
1.3 Contractor Name YANKEE PUBLISHING INCORPORATED		1.4 Contractor Address 1121 MAIN ST, DUBLIN, NH 03444	
1.5 Contractor Phone Number 603-563-8111	1.6 Account Number N/A	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency AMY BASSETT, ASSISTANT DIRECTOR		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James R. Trowbridge, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>May 23, 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 Christine W. Tourgee, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory JEFFREY J. ROSE, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/24/13</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.

Exhibit A

SCOPE OF SERVICES

Yankee Publishing Inc (YPI) will provide New Hampshire Division of Travel and Tourism Development (DTTD) with the following services:

TECHNICAL SPECIFICATIONS – VISITORS GUIDE

Quantity:	100,000 copies (annually) (estimated)
Trim Size:	8" wide x 10.5" high
Pages:	Minimum 100 pages dedicated to editorial content plus additional pages for advertising plus 4-page cover.
Map:	4 page fold-out state map bound into the publication, detachable by tearing on a perforation. Flat size of map must be at least 14-3/4" x 10-1/2"
Art:	Digital input all copy and headlines. Select type styles, scan in photography and furnish color laser proofs.
Binding:	Perfect binding
Paper Stock:	<i>Cover Stock – 100lb. coated text #2 grade Body Stock – 40lb coated text # 5 grade (Above paper specifications are proposed, exact specifications to be determined taking into account mailing weight of the publication to ensure total package weight does not exceed 15.8 ounces. According to New Hampshire Statute, RSA Chapter 9-C:9,I, effective September 9, 2008, "coated printing paper purchased by or for state agencies shall contain not less than 10% recycled material." In this context, "recycled material" shall be construed to mean "post-consumer waste material", as given in the definitions under RSA Chapter 9-C: 2, IV.)</i>
Type:	Final approval of typestyles shall be obtained from DTTD.
Ink:	Four-color process on cover, varnished, and four-color process throughout text. Allow for bleeds, screens and areas of solid coverage.
Color Scans:	All four-color subjects are to be reproduced with no less than 150-line screen
Proofs:	Laser page proofs and other suitable proofing methodologies.
Packaging:	Publications will be packaged as here: 80,000 as single-strapped bundles of 20, shrink-wrapped, supplied on pallets; 20,000 as 25/carton, supplied on pallets. Any alternative packaging specifications shall be approved by DTTD in writing.

TECHNICAL SPECIFICATIONS – STATE PARKS MAP

Quantity:	50,000 copies (annually)
Trim Size:	24" x 17" flat; supplied folded to 4" x 8-1/2" (5 accordion folds, then right angle)
Paper Stock:	60# matte/dull coat <i>(See technical specifications for Visitor's guide regarding recycled materials)</i>
Type:	Final approval of typestyles shall be obtained from DTTD.
Ink:	Four-color process plus varnish. Allow for bleeds, screens and areas of solid coverage.
Color Scans:	All four-color subjects are to be reproduced with no less than 150-line screen.
Proofs:	Laser page proofs and other suitable proofing methodologies.
Packaging:	Pack in cartons, supplied on skids.

In its discretion, DTTD may determine, in consultation with YPI, that the Visitor's Guide or Parks Map may be produced in a different format than specified above. Any changes to these specifications shall be made in writing, and will be contingent upon confirmation by YPI. The costs associated in the

change in specifications will not result in any additional expense to DTTD and publication would continue to be at no cost to DTTD.

Yankee Publishing Inc's Responsibilities (for both publications unless otherwise stated)

Concept, Design, Layout, Typesetting, Proofing

YPI shall be responsible for the development and production, under the guidance and approval of DTTD, of the 2014/15 Visitors Guide, the 2015/16 Visitors Guide, the 2014/15 State Parks Map and 2015/16 State Parks Map.

YPI shall be responsible for all technical production (from concept and design through layout, editorial, typesetting, and proofing, printing, bagging and bulk shipping) with final shipping quantities and locations to be provided by DTTD.

DTTD and YPI shall develop a working schedule for all aspects of the Visitors Guide and State parks Map. Such working schedule shall be agreed to in writing by DTTD and YPI.

YPI shall provide space for listings, including names, location, phone number, and web site, as well as additional pages for editorial that reflect DTTD's marketing efforts. These pages are considered part of DTTD's editorial space and must be subsidized by display ad sales. DTTD shall be responsible for determining which categories of business qualify for free listings.

YPI shall provide draft laser page proofs of copy for initial proofing.

YPI shall submit full sets of laser proofs at each production stage.

YPI shall work with DTTD's lead Ad Agency to develop a cover and layout design that is compatible with the look and feel of current DTTD marketing materials and submit a production schedule for the publications.

YPI shall number all pages and match all editorial items listed in the Table of Contents with the correct page numbers in the publications.

YPI shall work with DTTD on the development of all editorial copy, layout designs, and selection of photography. Final approval shall be obtained from DTTD.

YPI will negotiate photographer usage fees.

Primary subcontractors to be used, including printer, shall be supplied in writing to DTTD by YPI. Any change in the printing or other primary subcontractors shall be subject to approval by DTTD, which approval shall not be unreasonably withheld.

All ads must be professionally typeset and scripted (i.e. typewriter copy and photocopied images are not considered camera-ready acceptable).

Copywriting/Editorial

In accordance with the direction of DTTD, YPI shall be responsible for developing and writing all editorial copy and feature materials. YPI shall be responsible for coordination of contributing writers/editorial and shall coordinate, but not be limited to, five feature stories in the Visitors Guide.

DTTD's 100 page section of the Visitors Guide shall include a listing of every lodging property, its location, phone number, and website.

YPI shall deliver editorial content, excluding free listings via digital format for each publication.

DTTD shall be responsible for the initial direct mailing to all potential Visitors Guide/Parks Map customers to request updates of information on existing free listings, i.e. attractions, State Parks, accommodations and other travel related services, in a timely manner and in accordance with a production schedule established by both parties.

YPI shall propose grid listings for identified niche areas as identified and agreed upon by both DTTD and YPI for the Visitors Guide.

Advertising Sales

YPI shall sell display advertisements in the Visitors Guide. YPI shall make a distinction when selling advertisements for the State publications versus other YPI publications.

YPI will provide ad servers for visitnh.gov and the meetings, weddings and group micro sites.

A limited number of advertising slots will be sold in the Parks Map.

YPI shall sell online advertising for all DTTD niche websites, which currently includes www.visitnh.gov, www.meetings.visitnh.gov, www.weddings.visitnh.gov, and www.visitnh.gov/group. Placement options for such advertising shall be provided by DTTD.

YPI shall develop and provide a media kit and rate card, which may reflect packaged pricing options. DTTD reserves the right to inspect and approve all advertising sales materials, media releases and other publicity/marketing items relating to the Visitors Guide when DTTD's name is mentioned or language, signs, markings or symbols are used, inferred or implied to represent DTTD. DTTD will review said items within five (5) business days of receipt.

YPI shall only be permitted to charge the advertising rates approved in writing by DTTD.

YPI shall be responsible for all aspects of marketing, billing and collections and all other activities in association with the selling of advertisements for the Visitors Guide, supporting publication and websites.

YPI shall solicit advertising statewide in order to present the greatest geographic balance and tourism product offering possible.

YPI shall be responsible for initial screening to ensure that all advertisements are appropriate for the Visitors Guide and Parks Guide. DTTD shall have final approval of advertisements sold, and may, in its discretion, reject any advertisements on the basis of appropriateness.

YPI shall make its best efforts to ensure that all ads include the city or town in which the advertiser is doing business as well as the advertiser's website address.

YPI shall be responsible for acquiring all appropriate approvals and authorizations to use any/or all material in the Visitors Guide.

YPI shall be allowed to sell advertisements to tourism related businesses licensed and operating within the State. The criteria for tourism related business will be agreed upon by YPI and DTTD. Any tourism related advertiser **not** licensed in the State will not be allowed to advertise in the Visitors Guide, Parks Guide or related DTTD websites.

YPI shall be responsible for handling all complaints regarding advertising, servicing the advertising clients, the manner of handling advertising, and the processing and responding to complaints by advertisers for adjustments.

No advertising shall be placed on the front cover of the Visitors Guide. A lottery of interested advertisers for prime locations in the Visitors Guide will be conducted by YPI and supervised by DTTD. These prime locations include the inside of the front cover, the inside of the back cover and the outside back cover. The winning participants will be given a choice of location from this list until all premium positions are filled. YPI will counsel business on ad size, design and placement. Inserts will be accepted at the discretion of DTTD. All advertisements must conform to standard published sizes.

YPI is only responsible for advertising sales on DTTD websites and not editorial content.

Printing, Packaging, Shipment

Additional copies printed over 100,000 for the Visitors Guide and 50,000 for the Parks Map will be agreed in writing by DTTD and YPI prior to the printing of the Visitors Guide or Parks Map and shall be at no cost to YPI. Such Agreement shall not be binding until an authorized representative of YPI and DTTD has signed the Agreement.

YPI shall be responsible for the supervision and printing quality of the publications. DTTD will review all print specifications with YPI and DTTD reserves the right to examine the quality of the work in progress at any stage and to be on site at the press time to make color approvals for all press forms.

YPI shall be responsible for the delivery of the publications on or before the first working day following April 1st, of each year or such later date as DTTD, at its discretion, may determine. Any and all modifications to the delivery date shall be approved in writing by DTTD.

YPI shall not sell any copies of the Visitors Guide/Parks Map or deliver any copies of the Visitors Guide/Park Map to any entity other than DTTD or those entities solicited by DTTD.

YPI shall provide each advertiser with one complimentary copy of the Visitors Guide. Advertisers may negotiate directly with DTTD for a supply to be used for their own distribution. There will be no cost or charge for the guidebooks themselves, but quantities and costs for shipping can be negotiated with DTTD on a case-by case basis.

YPI will provide electronic/e-book versions to DTTD of the Visitors Guide and Parks Map for use on the state tourism website (www.visitnh.gov), state parks website (www.nhstateparks.org) and other appropriate venues as chosen by DTTD.

Reports

YPI will provide detailed monthly reports broken out by all sources, including the Visitors Guide, Parks Map, visitnh.gov, meetings, weddings and group, in an electronic fashion, on the progress of the project, which shall consist of at least the following information:

- Sales calls made by YPI;
- Total income raised and expenses incurred, year-to-date;
- Advertisements sold each month, and year-to-date;
- Name of advertiser with contact information;
- Cost and size of ad;
- Any package or a la carte discounts/elements;
- Approximate page or section that advertisements will appear;
- Advertisements sold by tourism region;

- Advertisements YPI is producing;
- All complaints received, including name of individual, name of business, date received, address and phone of individual/business, and actions taken by YPI to resolve the complaint.

YPI will provide a final report broken out by all sources, including Visitors Guide, Parks Map, visitnh.gov, meetings, weddings and reunions. This report will detail total income raised and expenses incurred, including a cost per unit analysis, due within 30 days of delivery of the Visitors Guide.

State's Responsibilities

DTTD shall control and approve color proofs, text, layout, design and final selection of photographs for the Visitors Guide/Parks Guide. DTTD shall have the right to inspect final proof in its entirety for approval.

DTTD shall provide approved digital photography from which YPI's staff may make selection, in a timely manner and in accordance with mutually agreed upon production schedules.

DTTD shall provide a list of potential advertisers and a minimum of one communication piece of introduction for YPI for each issue of the Visitors Guide/Parks Guide, in a timely manner and in accordance with mutually agreed upon production schedules.

DTTD shall have approval rights on all mailings, rate cards, and/or solicitations related to the Visitors Guide/Parks Guide before any distribution is made by YPI. Such approval shall not be unreasonably delayed or withheld.

DTTD shall have final approval of all advertisements after an initial screening by YPI before any advertisement is placed in the Visitors Guide/Parks Map. Such approval shall not be unreasonably delayed or withheld.

DTTD shall have unlimited author's alterations on the first laser page proofs. Approval of page proofs shall not be unreasonably delayed or withheld.

DTTD, in discussion with YPI, shall have the right to make author's alterations after second laser page proofs approval, the cost of which shall be borne by DTTD.

DTTD shall designate contacts for the Visitors Guide/Parks Map who shall be authorized to sign off on first laser proofs, and second laser proofs.

DTTD shall be responsible for distributing all copies of the Visitors Guide/Parks Map to consumers and travel related businesses at its own expense.

DTTD shall have the right to have a staff person present for press checks with expenses being paid by YPI.

If DTTD's designee identifies a print problem with a press run, the press run must be stopped and the problem corrected before the press run continues.

DTTD shall provide recommendations, suggested contacts, reference materials and approved photographs to help in the preparation of the content and may provide assistance in editing.

DTTD shall have the right to position its own advertisements within the Visitors Guide/Parks Map at no charge to DTTD. YPI shall also use DTTD ads, at no cost to DTTD, to fill unsold ad slots.

DTTD shall have no responsibility or obligations for any advertisements sold by YPI for the Visitors Guide, other than its own advertisement(s).

DTTD will provide listing data for both the Visitors Guide and the State Parks Map to YPI and assure its accuracy. Any additional data collected by YPI will be provided to DTTD.

Conditions

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

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

If for any reason, YPI fails to make a delivery date, YPI shall be assessed a "failure to perform" fee of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If YPI foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event – in writing – YPI shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

YPI will supply DTTD with all mechanicals/digital files or other equivalents produced under this Agreement, (name of the magazine, layouts, designs, random and composite films, color proofs and the established advertising base developed in conjunction with the Visitors Guide(s)/ Parks Guide, the website and this contract), which shall remain the property of the State, who shall hold any and all copyrights to the same. Upon completion of this contract or termination of this contract, DTTD shall retain all rights of ownership to all materials. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

Notwithstanding the foregoing rights, title and interest in material belonging to others (e.g. photography, illustration, art work, etc.) that are incorporated in work developed by YPI shall be granted to the State only to the extent that such rights, title and interest are negotiated with the holder of said rights, title and interest.

YPI will notify DTTD of any and all intentions of entering into agreement with any other New England state entity for the purpose of publishing a state visitor's guide.

Exhibit B

PAYMENT TERMS

Pricing:

There will be no cost to DTTD for Yankee Publishing Inc's services under this Contract.

YPI will be responsible for all aspects of the advertising sales for the Visitors Guide and supporting publications, as well as billing and collections.

YPI will use a portion of meetings, weddings and group tours advertising sales revenue to fund the meetings, weddings and group program. YPI will be obligated to pay other vendors upon agreement of budget and program by DTTD and YPI. Payments to other vendors must match budgeted dollar amounts, unless both DTTD and YPI agree to different amounts in advance of work performed by the vendors

Revenue Sharing Plan

There will be a revenue sharing plan as stated below:

DTTD will receive a royalty of \$30,000 per year from YPI regardless of the revenue earned. This royalty may be used to produce additional publications or media or be in the form of a cash payment. If YPI makes a cash payment to DTTD it will be before June 1 of the state fiscal year to the advertising agency on record representing DTTD, for use by DTTD, for other promotional programs

YPI will provide DTTD with \$25,000 of free promotion per state fiscal year in YPI media, provided DTTD continues to spend at least \$115,000 net per state fiscal year for YPI media. The \$25,000 of free promotion will be in addition to the media received for payment and it will be valued at rate card rates. DTTD may select any media (print, Web, e-newsletter). The \$25,000 of free promotion must be used by DTTD in the fiscal year in which it is earned.

25% of annual net revenue over \$700,000 shall be received by DTTD in additional royalties, provided the specifications of the program do not change. Net revenue is defined as total advertising revenue from all sources, less returns, bad debt, pre-pay discounts (if any) and credit card fees. This royalty may be used to produce additional publications or media or be in the form of a cash payment. Any cash payment will be made before the end of the state fiscal year to the advertising agency on record representing DTTD for use by DTTD for other promotional programs.

Exhibit C

SPECIAL PROVISIONS

There are no special provisions to be incorporated as part of this Contract.



THE OLD FARMER'S ALMANAC
The Original Since 1792

YANKEE,
New England's Magazine

May 20, 2013

Robin Maddaus
Business Administrator
State of NH- Division of Travel and Tourism Dev.
172 Pembroke Road
PO Box 1856
Concord, NH 03302-1856

Dear Robin,

Please accept this letter as confirmation that James R. Trowbridge, President and CEO, is authorized and empowered to sign contracts on behalf of Yankee Publishing, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Judson D. Hale, Sr.", written over a horizontal line.

Judson D. Hale, Sr.
Chairman – Board of Directors

5/20/13

Date

NOTARY/JUSTICE OF THE PEACE:

In witness hereof, I hereunto set my hand and official seal.

A handwritten signature in black ink, appearing to read "Christine W. Tourgee", written over a horizontal line.

Christine W. Tourgee, Notary

My commission expires March 20, 2016

Yankee Publishing Inc.
1121 Main Street
P.O. Box 520
Dublin, NH 03444

Phone (603) 563-8111
Fax (603) 563-8252
YPI.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2013

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 Kapiloff Insurance Agency, Inc. 417 Winchester Street Keene NH 03431	CONTACT NAME: Joanne Bergeron, AAI PHONE (A/C No. Ext): (603) 352-2224 FAX (A/C No): (603) 357-1217 E-MAIL ADDRESS: jbergeron@kapiloff.com INSURER(S) AFFORDING COVERAGE INSURER A American Economy NAIC # 19690 INSURER B American States Ins INSURER C Peerless Insurance Company 24198 INSURER D Atlantic Specialty INSURER E : INSURER F :
INSURED YANKEE PUBLISHING INCORPORATED 1121 MAIN ST DUBLILN NH 03444	

COVERAGES CERTIFICATE NUMBER:CL1362801709 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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC			02CE22638620	7/1/2013	7/1/2014	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 - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			02CE22638620	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			01-SU-414404-10	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TBD	7/1/2013	7/1/2014	☒ WC STATUTORY LIMITS ☐ OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			TBD	7/1/13	7/1/14	Each Occurrence 1,000,000 Retention 10,000

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

CERTIFICATE HOLDER NH Dept of Resources&Economic Development Div of Travel & Tourism Development ATTN: Robin H. Maddaus Business Administrator PO Box 1856 Concord, NH 03302-1856	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 J Bergeron, AAI/JOANN <i>Joanne M Bergeron</i>
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