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STATE OF NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS **DIVISION OF TRAVEL AND TOURISM**

172 Pembroke Road, Concord, New Hampshire 03301 Email: travel@dred.nh.gov Website: www.visitnh.gov

> TEL: 603-271-2665 FAX: 603-271-6870

TAYLOR CASWELL Commissioner

VICTORIA CIMINO Director

October 3, 2018

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to award Mount Washington Valley Chamber of Commerce (VC# 160581), North Conway, NH, an amount not to exceed \$91,068.00 for marketing projects under the Joint Promotional Program for the grant period upon Governor and Executive Council approval through June 30, 2019. 100% General Funds.

Funds are available as follows:

FY 2019

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

\$91,068.00

EXPLANATION

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

The grant recipient agrees that, to the extent future legislative action by the New Hampshire General Court or by issue of an Executive Order issued in accordance with the laws of the State of New Hampshire by the Governor,





His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council October 3, 2018 Page 2 of 2

said grant may be modified by the Department of Business and Economic Affairs so as to adhere to any such actions which may change expenditure levels so as to achieve compliance therewith.

Respectfully submitted,

Victoria Cimino, Director

Division of Travel and Tourism Development

pproved.

Taylor Caswell, Commissioner

Department of Business and Economic Affairs



Department of Business and Economic Affairs
Division of Travel and Tourism Development
Joint Promotional Program
FY 2019 - Round 1 MWVCC Grant Agreement

GRANT				COMPLETION	
NUMBER	GRANTEE	VENDOR ID	GRANT AMOUNT	DATE	DESCRIPTION
2019-04	Mt. Washington Valley Chamber of Commerce	160581	Up to \$91,068.00	06/30/19	Destination Marketing
TOTAL			\$91,068.00		

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301						
1.3. Grantee Name Mount Washington Valle Commerce	ey Chamber of	1.4. Grantee Address 2617 White Mountain Highway, PO Box 2300, North Conway, NH 03860						
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$91,068.00					
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665						
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."								
1.11. Grantee Signatur	el eu/12	1.12. Name & Title of Grantee Signor 1						
1.13) Acknowledgment: State of New Hampshire, County of Course , on 10/2/8, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.								
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)								
1.13.2. Name & Title of Notary Public or Justice of the Peace my commission TAD FURTADO, JUSTICE OF The Peace expures 7/13/2029								
1.14 State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner								
1.16. Approval by Attorney General (Form, Substance and Execution)								
By: Assistant Attorney General, On: 18/16/18								
1.17. Approval by Governor and Council								
Ву:	By: On: / /							

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

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Grantee Initials 777
Date / 0 1775

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

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

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Grantee Initials
Date / 0

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

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

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Exhibit A Scope of Services

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

Grant Deliverables:

<u>Printing & Distribution</u>: MWVCC will distribute their map and directory to promote the area to key markets and to increase overnight stays. DTTD's logo will be used to co-brand items as appropriate.

<u>Photography/Videography</u>: MWVCC will use weekly photos for the meteorology program and website content. Meteorologist, Facebook and Instagram expect real time photos which are sent on a daily basis for weather reports and posts. DTTD's logo will be used to co-brand items as appropriate.

<u>Digital Marketing (Online)</u>: MWVCC will contract with Commonwealth Advertising to create two prominent outdoor digital billboards targeting the Boston Market. MWVCC will position and brand the Valley as a premier ski destination in New England by utilizing social media, graphic ads, email blasts, and listings in various online local magazines and guides. DTTD's logo will be used to co-brand items as appropriate.

<u>TV:</u> MWVCC will contract with Borealis Productions to create a thirty (30) second commercial promoting the Mt. Washington Valley winter experience. MWVCC will contract with Commonwealth Advertising to air the thirty (30) second commercial on three (3) prominent Boston television stations (WCVB, WBZ and WHDH). DTTD's logo will be used to co-brand items as appropriate.

<u>Print Advertising:</u> WMVCC will place ads in local magazines and guides that will highlight local attractions, events, and dining options in the area. DTTD's log will be used to co-brand items as appropriate.

<u>Public Relations</u>: WMVCC will contract with Maynely Marketing to develop and execute a public relations campaign with national, regional and local media. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$91,068.00

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

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Exhibit C Special Provisions

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

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Grantee Initials
Date 10 18

State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 360405

Certificate Number: 0004031724



IN TESTIMONY WHEREOF,

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

William M. Gardner

Secretary of State



CERTIFICATE OF AUTHORITY

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

Signature of Executive Board Member & President

TAD FURTADO

Print Name

9/10/18

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER CONTACT Stacke Verrill-Leavitt											
Chaimers Insurance Group - Fryeburg					PHONE (A/C, No. Ext): (207)935-2021 FAX (A/C, No): (207)935-3883						
PO Box 230					E-MAIL ADDRESS: sleavitt@ChalmersInsuranceGroup.com						
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Fryeburg ME 04037					INSURE	INSURER A : Citizens					
INSURED					i	INSURER B : Mass Bay					
MT WASHINGTON VALLEY CHAMBER OF COMMERCE					· -	INSURER C:					
		PO BOX 2300				INSURE		•			
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							==				
172 Pembroke Road											
AUTHORIZED REPRESENTATIVE							j				
Concord NH 03302						15	2 January				
1917 00002											
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