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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 Website: www.visitnh.gov Email: travel@dred.nh.gov

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

TAYLOR CASWELL Commissioner

VICTORIA CIMINO Director

September 6, 2018

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

REQUESTED ACTION

Retroactive

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to award grants to the organizations listed on the attached sheet in the total amount not to exceed \$459,983.95 for marketing projects under the Joint Promotional Program for the grant period upon Governor and Executive Council approval through the dates indicated on the attached. 100% General Funds.

Funds are available as follows:

FY 2019

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

\$459,983.95

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 September 6, 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

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 Grant Agreements

GRANT		-		COMPLETION	
NUMBER	GRANTEE	VENDOR ID	GRANT AMOUNT	DATE	DESCRIPTION
2019-01	League of New Hampshire Craftsmen	154205	Up to \$15,629.30	12/31/18	Fall/Winter Promotional Campaign
2019-02	Androscoggin Valley Chamber of Commerce	155140	Up to \$17,005.00	06/13/19	2018-19 AVCC Stay & Play Marketing Program
2019-03	Waterville Valley Resort Association	158025	Up to \$28,499.00	06/30/19	Waterville Valley Resort Association Marketing
2019-04	VOID - NUMBER NOT USED	N/A	N/A	N/A	N/A
2019-05	Chamber Collaborative of Greater Portsmouth	154051	Up to \$38,701.91	06/30/19	Destination Marketing Campaign 2019
2019-06	Lakes Region Tourism Association	154146	Up to \$110,472.50	06/30/19	Lakes Region Tourism Assoc. 2019 Marketing Campaign
2019-07	Northern Community Investment Corporation	154916	Up to \$30,290.00	06/30/19	NH Grand Marketing Campaign
2019-08	White Mountains Attractions Association	160047	Up to \$133,341.50	12/31/19	WMA Core Marketing 2019
2019-09	Hampton Area Chamber of Commerce	154021	Up to \$4,500.00	09/08/18	Hampton Seaford Festival Promotion
2019-10	Lincoln-Woodstock Chamber of Commerce	154300	Up to \$65,020.49	09/30/19	2019 Destination Marketing
2019-11	Ski New Hampshire, Inc.	157688	Up to \$16,524.25	09/30/19	Winter 2018-19 Marketing/Communications
TOTAL			\$459,983.95		

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions

1. Identification and Dem								
1.1. State Agency Name Department of Business a		1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301						
1.3. Grantee Name League of New Hampshir	re Craftsmen	1.4. Grantee Address 49 South Main Street, Suite 100, Concord, NH 03301						
1.5. Effective Date G&C Approval	1.6. Completion Date 12/31/18	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$15,629.30					
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Tele 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable		th any public meeting require	nent for acceptance of this					
1.11, Grantee Signature Minam on	/	1.12. Name & Title of G Miriam CARTER -	rantee Signor 1 Executive Diveder					
1.13. Acknowledgment: State of New Hampshire, County of Mestina , on 9/10/18, before the undersigned officer, personally appeared the person identified in block 1.12., with two me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and sake the personal part of the capacity indicated in block 1.12.								
Signature of No	tary Public or Justice of	the Peace						
PUBLICA	Notary Public or Justice							
1 State Agency Sign	nature(s)	1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution)								
By: MMZ	Assistant A	Attorney General, On: 9	12118					
1.17. Approval by Governor and Council								
By:		On: / /						

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

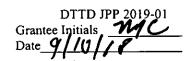
DTTD JPP 2019-01
Grantee Initials M

- 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.
- PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.

9.2.

- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 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.
 - 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.
 - 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,
 - 3. 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



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

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

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to League of NH Craftsmen (LNHC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

Radio Advertising: LNHC will work with New Hampshire Public Radio (NHPR) and WXRV to promote the fail Capital Arts Fest and shopping at the League's fine craft gallery location during the holidays. NHPR is New Hampshire's largest (and only) statewide radio news service. WXRV serves almost 500,000 listeners each week in greater Boston, Northern Massachusetts, and southern New Hampshire, including the Seacoast. DTTD's logo will be used to co-brand items as appropriate.

<u>Digital Advertising</u>: LNHC will place online ads in Facebook/Instagram, NewEngland.com, and Artscope and links to dedicated landing pages on LNHC's website to promote Capital Arts Fest, NH Open Doors, and holiday shopping. The promotion is directed to an audience that spans all ages and income levels throughout New England. DTTD's logo will be used to co-brand items as appropriate.

<u>Print Advertising</u>: LNHC will place ads in three print publications that cover the arts and arts-related events and have strong readership: Art New England; Hippopress; and the Concord Inside, to promote the Capital Arts Fest, NH Open Doors and holiday shopping at the League's eight galleries. DTTD's logo will be used to co-brand items as appropriate.

<u>Postcard</u>: LNHC will create a postcard that highlights the Capital Arts Fest, NH Open Doors, and the eight gallery locations. Postcards will be mailed to the LNHC's list. Postcards will also be available for handout at the LNHC headquarters and galleries. DTTD's logo will be used to co-brand items as appropriate.

Creative Services: LNHC will contract with Sullivan Creative to provide:

- Graphic Design Services (print/digital ads, website landing page, postcard design)
- Copywriting Services (print/digital/radio ads, postcard, web landing pages) for all activities
- Website updates for NH Open Doors
- Email (copywriting, design, scheduling) for all activities
- Social Media Plan Development for all activities
- Public Relations (PR development/distribution, media follow-up) for all activities

DTTD's logo will be used to co-brand items as appropriate.

Online Advertising: The League of NH Craftsmen will advertise on Facebook to target individuals by geography, demographics and interest to promote organized events in the State while boosting statewide travel. The League will provide potential travelers information, as well as, reasons to spend a weekend touring and shopping in New Hampshire. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the League of NH Craftsmen is hereby incorporated by reference.

OTTD JPP 2019-01

Grantee Initials

Date 9/10/18

Exhibit B Schedule and Payments

Total Grant Award:

\$15,629.30

Reimbursement requests will be invoiced by the League of NH Craftsmen 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.

Exhibit C Special Provisions

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

DTTD IPP 2019-01
Grantee Initials
Date

Page 5 of 5

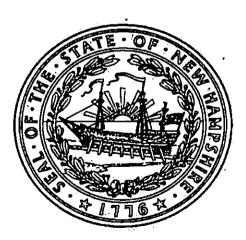
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LEAGUE OF NEW HAMPSHIRE CRAFTSMEN, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 1932. 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: 64181

Certificate Number: 0004101628



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of May A.D. 2018.

William M. Gardner

Secretary of State



The mission of the League of NH Craftsmen is to encourage, nurture and promote the creation, use and preservation of fine contemporary and traditional craft through the inspiration and education of artists and the broader community.

Certificate of Authority

I, Judith Raskin, President of the Board of Trustees of the League of NH Craftsmen certify that Miriam Carter is authorized to sign contracts on behalf of the organization.

Signature of the President

Printed Name of the President

State of New Hampshire County of Merrimack

On this 10th day of September 2018

Known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument.

Tarana Orabi

DBEAUDOIN

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2018

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Davis & Towle Morrill & Everett, Inc. 115 Airport Road PHONE (A/C, No, Ext): (603) 225-6611 (AC, No): (603) 225-7935 E-MAIL ADDRESS: Concord, NH 03301 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Hanover Insurance Companies 22292 INSURED INSURER B: League of NH Craftsmen, Inc. INSURER C: 49 South Main St. Suite 100 INSURER D : Concord, NH 03301 INSURER E : INSURER F : REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES** 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. ADDL SUBR INSR LTR POLICY EFF POLICY EXP POLICY NUMBER LIMITS TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 100.000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR ZHV5115722 04/01/2018 04/01/2019 10,000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** 2,000,000 POLICY ! LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 Α AUTOMOBILE LIABILITY ZHV5115722 04/01/2018 04/01/2019 ANV ALITO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED ONLY NON-SWINED 2.000.000 X UMBRELLA LIAB OCCUR EACH OCCURRENCE 04/01/2018 | 04/01/2019 UHV2904408 EXCESS LIAB CLAIMS-MADE AGGREGATE 2,000,000 General Aggrega DED X RETENTIONS 0 PER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 04/01/2019 500,000 WHV2812155 04/01/2018 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Ν N/A 500,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CANCELLATION CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN For information purposes only. ACCORDANCE WITH THE POLICY PROVISIONS. Div of Travel and 19 FTravel and Tellism Perelepment AUTHORIZED REPRESENTATIVE Concord NH 03301 Omno P Municipis

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	and Economic Affairs	1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301						
1.3. Grantee Name Androscoggin Valley Cha	amber of Commerce	1.4. Grantee Address 961 Main Street, Berlin, NF	f 03570					
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 \$17,005.00					
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Telep 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable	-	h any public meeting requiren	nent for acceptance of this					
1-11 Grantee Signature	e I	1.12. Name & Title of Gi						
1.13. Acknowledgment: State of New Hampshire, County of COOS, on 9/5/8, 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.								
//////	tary Public or Justice of the		XPYRES 5-27-20					
1.13.2. Name & Title of	Notary Public or Justice	of the Peace						
1.14 State Agency Sign	nature(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: 9/21/18								
1.17. Approval by Governor and Council								
Ву:		On: /	1					

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

OTTD IPP 2019-02

Grantee Initials The Date 9-5-18

SEP 07 2018

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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, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- 6. 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.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 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.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 6. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
 - EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - .1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement,
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 1.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 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.
 - 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.
 - 3. <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

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

Exhibit A Scope of Services

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

Grant Deliverables:

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

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

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

Rack Card: AVCC will produce two rack cards: one to promote winter adventures and a special winter festival; and one to promote summer and fall adventures and events. DTTD's logo will be used to co-brand items as appropriate.

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

<u>Video Clip Production:</u> AVCC plans to work with a video production professional to create brief (10-15 second) video clips to showcase the region's seasonal activities and events. These video clips will be used in all marketing activities (online ads, social media, and the AVCC website). DTTD's logo will be used to co-brand items as appropriate.

<u>Creative Services:</u> AVCC is partnering with a marketing agency to provide professional creative services to ensure consistent branding for advertising, collateral material, and the website. Creative services include: copywriting and design for all marketing materials, media plan development and negotiation and purchase of print and online ads; and guidance on planning and scheduling social media posts for AVCC events. DTTD's log will be used to co-brand items as appropriate.

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

Grantee Initials

Exhibit B Schedule and Payments

Total Grant Award: \$17,005.00

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

Exhibit C Special Provisions

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

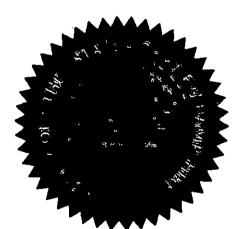
DTTD JPP 2019-02
Grantee Initials

Page 5 of 5

State of New Hampshire Department of State

CERTIFICATE

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



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

William M. Gardner Secretary of State



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

CERTIFICATE OF AUTHORITY

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

Signature of President

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PERSONALLY APPEARED BEFORE HE ON THIS 5th DAY OF SEPTEMBER 2018, BRONSON FRIZZELL, COOS COUNTY, NEW THAMPSHIRE.



ACORD'

CERTIFICATE OF LIABILITY INSURANCE

OP ID: LW

DATE (MM/DDYYYY) 09/05/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT 603-788-4657 Marshall Ins Agency Berlin FAX (AC, No): 603-788-3504 PHONE (AJC, No, Ext): 603-788-4657 92 Main Stree Lancaster, NH 03584 ADORESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Scottsdale Ins Co INSURED Androscoggin Valley Chamber INSURER B: of Commerce 961 Main St **INSURER C:** Berlin, NH 03570 INSURER D : INSURER E : INSURER F : **REVISION NUMBER: COVERAGES** CERTIFICATE 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. POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence 50,000 CLAIMS-MADE | X OCCUR CPS2440213 11/06/2017 11/06/2018 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 1,000,000 PRO Loc POLICY I PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED ONLY NON-GWNED DMRRELLA LIAR OCCUR **EACH OCCURRENCE FYCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POUCY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CHAMBER OF COMMERCE CERTIFICATE HOLDER 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. NH DIVISION OF TRAVEL AND TOURISM 172 PEMBROKE RD AUTHORIZED REPRESENTATIVE CONCORD, NH 03301 demettelelest in



DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 09/05/2018 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Tonva Fox, CIC, ACSR PHONE (A/C, No. Ext): E-MAIL ADDRESS: (603) 447-5123 FAX (A/C, No): (603) 447-5126 Infinger Insurance - Conway 1205 Eastman Rd tonya@infingerinsurance.com PO Box 3070 INSURER(5) AFFORDING COVERAGE NAIC # 27626 North Conway NH 03880 FirstComp Ins Co INSURER A : INSURED INSURER B : Androscoggin Valley Chamber of Commerce INSURER C: 961 Main Street WSURER O INSURER E : Berlin NH 03570 INSURER F : CL189576349 **CERTIFICATE NUMBER: COVERAGES 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. ADOLISUE NSR LTR TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE AUTOS ONLY (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION PER St<u>atute</u> AND EMPLOYERS' LIABILITY 100.000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT 02/19/2019 WC0105573-09 02/19/2018 MIA OFFICER/MEMBER EXCLUDED? 100,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be ettached if more space is required) Chamber of Commerce

CERTIFICATE HOLDER		CANCELLATION					
State of NH Division of Travel and Tourism		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					
Concord	NH 03301	Math T. Clm					

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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a	and Economic Affairs	1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301						
1.3. Grantee Name Waterville Valley Resort	Association	1.4. Grantee Address PO Box 365, Waterville Va	lley, NH 03215					
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 \$28,499.00					
1.9. Grant Officer for St Victoria Cimino	tate Agency	1.10. State Agency Telep 603-271-2665	phone Number					
"By signing this form we cer grant, including if applicable	• -	th any public meeting requiren	nent for acceptance of this					
1.11. Grantee Signature		1.12. Name & Title of Gi	rantee Signor 1					
known to me (or satisfacknowledged that he end (Seal)	lersigned officer, persona ctorily proven) to be the xecuted this document in tary Public or Justice of	exp. 9/3/19	identified in block 1.12., ned in block 1.11., and					
1.13.2. Name & Title of	Notary Public or Justice							
1.14. State Agency Sign	nat (re(s)	1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution)								
By: MMR	Assistant A	Attorney General, On: 9 121/18						
1.17. Approval by Governor and Council								
Ву:		On: / /						

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

DTTD JPP 2019-03
Grantee Initials / 2/ |
Date 9/7/8

- 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.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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").
- 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.
- 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.
- 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.
- 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 Failure to submit any report required hereunder; or 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.
- Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 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.
- 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.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- **EVENT OF DEFAULT: REMEDIES.**
- 11.L. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 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
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 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

Grantee Initials

DTTD JPP 2019-03

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

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

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

DTTD JPP 2019-03 Grantee Initials ~ 7/18

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Waterville Valley Resort Association (WVRA) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Prints & Guides</u>: WVRA will contract with various outlets for the purpose of publicizing in the summer editions of New Hampshire based travel guides as well as the statewide Union Leader Top 10 & Discover NH publication.. DTTD's logo will be used to co-brand items as appropriate.

<u>Digital Banners & Pay-Per-Click (PPC):</u> WVRA will engage in a banner advertising campaign that includes various sized banner ads on NewEngland.com. WVRA will utilize PPC ads on Facebook and YouTube and Google. DTTD's logo will be used to co-brand items as appropriate.

<u>Search Engine Marketing</u>: WVRA will contract with EVP Marketing & Media to run campaigns targeting hiking, biking, tennis, golf, inclusive resort, and events. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Waterville Valley Resort Association is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award:

\$28,499.00

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

Exhibit C Special Provisions

There are no special provisions to this contract.

DTTD JPP 2019-03
Grantee Initials MH
Date 9/7/18

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 WATERVILLE VALLEY RESORT ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed September 7, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of September A.D. 2015

William M. Gardner Secretary of State



Date

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

TREINHOLZ

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

09/10/2018

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

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CERTIFICATE OF LIABILITY INSURANCE

09/10/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such and overesment(s).

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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

. Identification and Definition									
1.1. State Agency Name Department of Business a		1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301							
1.3. Grantec Name Chamber Collaborative o	f Greater Portsmouth	1.4. Grantee Address PO Box 239, Portsmouth, NH 03802							
1.5. Effective Date G&C Approval	1.6. Completion Date 06/30/19	1.7. Audit Date							
1.9. Grant Officer for S Victoria Cimino	, -	1.10. State Agency Te 603-271-2665	•						
"By signing this form we cer grant, including if applicable	tify that we have complied wit RSA 31:95-b."	h any public meeting requir	ement for acceptance of this						
1.11 Arantee Signature	Roch-	1.12. Name & Title of	n President						
1.13. Acknowledgment: State of New Hampshire, County of Rockingham, on 9/12/18 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 Travis Carloni Notary Public State of North Many Hampshire									
(Seal)	/2	- My	Notary Public, State of New Hampshire My Commission Expires April 5, 2022						
1.13.2. Name & Title of	Notary Public or Justice	Branch Man	eser						
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: M Assistant Attorney General, On: 9/21/18									
1.17. Approval by Gove	ernor and Council	· ·							
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2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

DTTD JD 7019-05
Grantee Initials

 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.

SEFECTIVE DATE: COMPLETION OF PROJECT.

- 4. his 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 entirery prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT,

 The Grant Amount is identified and more particularly described in EXHIBIT B. attached hereto.

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 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.

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.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.

RECORDS and ACCOUNTS

- 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.

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 be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

DATA: RETENTION OF DATA: ACCESS.

4.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.

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

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

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

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

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

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

11.1.2 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.
- 1.2. 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.

2. <u>TERMINATION</u>

- 2.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount carned to and including the date of termination.
- 2.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DTTD IP 19-05
Grantee Initials
Date 7/12/16

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE. In the performance of this

Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Gramee nor any of its officers. employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's, compensation or emoluments provided by the State to its employees.

ASSIGNMENT AND SUBCONTRACTS. The Granice 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.

15.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or . Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

INSURANCE AND BOND. 17.

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:

Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and

Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1' of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

first above given.

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

New Hampshire.

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

THIRD PARTIES. The parties hereto do not intend to benefit any third parties

and this Agreement shall not be construed to confer any such benefit.

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

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto

are incorporated as part of this agreement.

Grantee Initials

Exhibit A Scope of Services

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

Grant Deliverables:

Map of Portsmouth and the Seacoast: CCGP will contract to print the 2018-2019 Official Map of Portsmouth and the Seacoast. This map will be used to target primary geographic markets in New Hampshire, Massachusetts and Maine. CCGP will also contract with brochure distribution vendors who will distribute the piece to various locations where potential visitors can collect the piece. DTTD's logo will be used to co-brand items as appropriate.

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

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

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

Canadian Brochure Distribution: CCGP will distribute brochures to six of Canada's key travel trade, media and consumer holiday shows in Quebec and Ontario. DTTD's log will be used to co-brand items as appropriate.

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

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

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

DTTD JPP2019-05

Date 91218

Exhibit A Scope of Services (cont.)

Search Engine Optimization for GoPortsmouthNH.com: To maximize the potential of the CCGP website, CCGP will contract with Sharper Selling who will work to provide strategic design and usability input that will increase exposure to GoPortsmouthNH.com. DTTD's logo will be used to co-brand items as appropriate.

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

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

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

Exhibit B Schedule and Payments

Total Grant Award: \$38,701.91

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

Exhibit C Special Provisions

There are no special provisions to this contract.

Grantee Initials Date 9/12/16

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 GREATER PORTSMOUTH CHAMBER OF COMMERCE is a New Hampshire nonprofit corporation formed May 2, 1917. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of July A.D. 2015

William M. Gardner Secretary of State



Business Information

Business Details

CHAMBER COLLABORATIVE OF

Business Name: GREATER PORTSMOUTH

Business Type: Trade Name

Expiration Date: 7/24/2022

Business Creation 07/24/2017 Date:

Date of Formation in 07/24/2017

Jurisdiction:

Principal Office 500 Market Street, Portsmouth, NH,

Address: 03801, USA

Business Email: valerie@portsmouthcollaborative.org

Notification Email: NONE

Business ID: 775585

Business Status: Active

Last Renewal Not Available Date:

Name in State of Formation: Not Available

Mailing Address: PO Box 239, Portsmouth, NH,

03802, USA

Phone #: 603-610-5517

Fiscal Year End NONE

Date:

Principal Purpose

NAICS Code NAICS Subcode S.No

OTHER / Other/Advocate for business issues and community concerns affecting business

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name Business ID Business Status 9/21/2018 QuickStart

Trade Name Owned By

Name Title Address

GREATER PORTSMOUTH CHAMBER OF

COMMERCE

(/online/BusinessInquire/TradeNameInformation?

businessID=26590)

Trademark Information

Trademark Number Trademark Name

Business Address

Mailing Address

Good Standing

No records to view.

Filing History

Address History

View All Other Addresses

Businesses Linked to Registered Agent

Return to Search

Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- Contact Us (/online/Home/ContactUS)

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The Chamber

COLLABORATIVE

_ of Greater Portsmouth

CERTIFICATE OF AUTHORITY

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

Signature of

Lisa Gainty, Vice Chair, The Chamber Collaborative of Greater Portsmouth September 12, 2018

Travis Carloni
Notary Public, State of New Hampshire
My Commission Expires April 5, 2022

Supt 12, 2018



CERTIFICATE OF LIABILITY INSURANCE

9/12/2018

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

this certificate does not comer rights to the certificate holder in hea o					
PRODUCER RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801	CONTACT NAME: PHONE (A/C. No. Ext): (603) 778-8985 (A/C. No.): (603) 778-8987				
Portsmouth, NH 03801	AC. No. EXII: (903) 778 9383 (ROC, NO). (903) 778 9383 (ROC, NO).				
	INSURER(S) AFFORDING COVERAGE NAIC #				
	INSURER A : Sentinel Insurance Company				
INSURED	INSURER B:				
Greater Portsmouth Chamber of Commerce	INSURER C:				
The Chamber Collaborative of Greater Portsmouth P.O. Box 239	INSURER D:				
Portsmouth NH 03801	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 44150254					
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	ON OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DROED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.				
INSR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF POLICY EXP				
A / COMMERCIAL GENERAL LIABILITY 04SBAOK0669	4/6/2018 4/6/2019 EACH OCCURRENCE \$2,000,000				
CLAIMS-MADE OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$4,000,000				
POLICY PRO- LOC	PRODUCTS - COMP/OP AGG \$4,000,000				
OTHER:	\$				
A AUTOMOBILE LIABILITY 04SBAOK0669	4/6/2018 4/6/2019 COMBINED SINGLE LIMIT \$2,000,000				
ANY AUTO	BODILY INJURY (Per person) \$				
OWNED SCHEDULED AUTOS ONLY AUTOS	BODILY INJURY (Per accident) \$				
HIRED NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				
1	· \$				
A UMBRELLA LIAB OCCUR 04SBAOK0669	4/6/2018 4/6/2019 EACH OCCURRENCE \$1,000,000				
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$ 1,000,000				
DED / RETENTION \$ 10,000					
WORKERS COMPENSATION	PER OTH-				
AND EMPLOYERS' LIABILITY ANYPROPRIETORPARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$				
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$				
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$				
A Business Personal Property 04SBAOK0669	4/6/2018 4/6/2019 Limit: \$99,300 Deductible: 500/Occ				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sch	nedule, may be attached if more space is required)				
Evidence of Insurance					
	•				
,	•				
i ,					
CERTIFICATE HOLDER	CANCELLATION				
NH Division of Travel and Tourism Development 172 Pembroke Road Concord NH 03301	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				
•	Michael & Daigle MS Daigle				

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.9. Grant Officer for State Agency Victoria Cimino "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 Signature 1 Lung Lagure 1.12. Name & Title of Grantee Signor 1 Lung Lagure 1.13. Acknowledgment: State of New Hampshire, County of Rolling, on							
Lakes Region Tourism Association 1.5. Effective Date G&C Approval 1.6. Completion Date D6/30/19 1.7. Audit Date N/A 1.8. Grant Limitation Up to \$110,472.50 1.9. Grant Officer for State Agency Victoria Cimino "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 Signature 1 1.12. Name & Title of Grantee Signor 1 1.13. Acknowledgment: State of New Hampshire, County of Soury Care. VP 1.14. Acknowledged that he executed this document in the capacity indicated in block 1.12. 1.15. Name & Title of Notary Public or Justice of the Peace CATHLEEN M. SLEEPER NOTARY PUBLIC. NEW HAMPSHIRE MY Commissioner 1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: 9 121/18	9 •						
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By: Assistant Attorney General, On: 9/21/18	1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)						
WU C	1.16. Approval by Attorney General (Form, Substance and Execution)						
1.17. Approval by Governor and Council	By: Assistant Attorney General, On: 9/21//8						
By: On: / /	' /						

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

DTTD JPP 2019-06
Grantee Initials
Date 9/1/8

- 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, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- 5. 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 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
 - 8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 - 9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 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.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 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.
 - 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.
 - 3. <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DTTD JPP 2019-06
Grantee Initials

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

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

DTTD JP Grantee Initials 4 Date 9/4

Exhibit A Scope of Services

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

Grant Deliverables:

National/Worldwide Lakes Region Tourism Association: LRTA will develop and deploy a marketing campaign designed to promote the region as a preferred destination at the national and worldwide level. Elements of the campaign will include advertising, design and production of the Lakes Region map and guide, an online/website component - social media, email, public relations, and direct mail. DTTD's logo will be used to co-brand items as appropriate.

<u>Northeast Marketing Campaign</u>: Targeting the Northeast, LRTA in conjunction with White Mountains Attractions Association, will build awareness and educate potential visitors, press/media and groups about New Hampshire and the recreational opportunities in the Lakes Region and White Mountains by putting travel information in either a printed form or online form in the traveler's hands intended to influence future visits to New Hampshire. DTTD's logo will be used to co-brand items as appropriate.

In State Marketing: LRTA will produce two publications which will be used for all mailed fulfillment in addition to distribution in brochure racks to promote the region year-round and to increase overnight stays. The Where to Guide provides Lakes Region information including; attractions, activities, lodging, events and more. The Map & Guide provides Lakes Region information and promotes multi-day stays and encourages visitors to explore the entire Lakes Region. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$110,472.50

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

Exhibit C Special Provisions

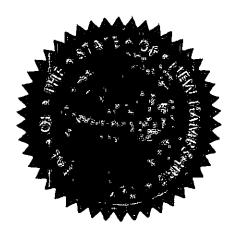
There are no special provisions to this contract.

DTTD JPP 2019-06
Grantee Initials
Date 9/7/18

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lakes Region Tourism Association is a New Hampshire nonprofit corporation formed May 20; 1936. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of July A.D. 2015

William M. Gardner Secretary of State

Certificate of Authority

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

Signature of Secretary

Deborah Irunn

Print Name

9.7.2018

Date

Notary Public

CATHLEEN M. SLEEPER

* NOTARY PUBLIC - NEW HAMPSHIRE 1 My Commission Expires March 9, 2021

Signature Sponsors:



00000

The Scott Lawson Companies



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2018

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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NH Division of Travel & Tourism Development				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
								ı	172 Pembroke Road	
AU				AUTHORIZED REPRESENTATIVE						
Concord NH 03301				M. A. Charles						

RECEIVED

SEP 1 0 2018

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 Northern Community Inv	estment Corporation	1.4. Grantee Address 1 Middle Street, Suite 301, Lancaster, NH 03584				
1.5. Effective Date G&C Approval	1.8. Grant Limitation Up to \$30,290.00					
1.9. Grant Officer for Solution Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665				
"By signing this form we cer grant, including if applicable		th any public meeting requiren	nent for acceptance of this			
1.11. Grantee Signatur	onword	1,12. Name & Title of Grantee Signor 1 Cathy Conway VP Economic De				
1.13. Acknowledgment: State of New Hampshire, County of (055, on 9/06/18, before the undersigned officer, personally appeared the person identified in block 1.12 known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.						
1.13.1. Signature of No (Seal)	tary Public or Justice of	the Peace				
	1.13.2. Name & Title of Notary Public or Justice of the Peace					
Dogram A. Pillard, Notary Public						
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approvar by Attorney General (Form, Substance and Execution)						
By: Assistant Attorney General, On: 9 /21//8						
1.17. Approval by Governor and Council						
Ву:		On: /	1			

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

DTTD JPP 2019-07
Grantee Initials CC
Date 9-6-18

- 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").
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- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
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- 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.
- 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.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 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.
- 1.2. 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.
- 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.
- 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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

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

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

Grantee Initials

Page 3 of 5

Exhibit A Scope of Services

The Division of Travel and Tourism (DTTD) will award Joint Promotional Grant funds to Northern Community Investment Corporation (NCIC) to be used to promote travel and tourism in New Hampshire.

Grant Deliverables:

<u>Welcome Center Advertising</u>: NCIC will advertise at the Northbound Hooksett Welcome Center by positioning a mural graphic near the main entrance highlighting New Hampshire's Grand North. This ad will reach an average of 200,000 welcome center visitors per month. DTTD's logo will be used to co-brand items as appropriate.

NH Grand Rack Card: NCIC will create a rack card highlighting activities, attractions, adventures, and outdoor experiences for individuals and families visiting the North Country. The card will be distributed in the state's welcome centers, travel trade shows, and other outlets throughout New England. DTTD's logo will be used to co-brand items as appropriate.

NH Grand Magazine: NCIC will contract with Drive Brand Studio to conceptualize and develop pagination for a 28-page magazine and co-write the articles with NH Grand. Stories will focus on itineraries that showcase how to experience NH's Grand North like a local, targeting individuals and families, of all ages and physical abilities. A digital version of the magazine will be available on NCIC's website directing visitors to NHGrand.com DTTD's logo will be used to co-brand items as appropriate.

<u>Public Relations</u>: NCIC will contract with Drive Brand Studio to coordinate one familiarization tour of up to three days for the fall season and deliver a series of press releases and related pitches to targeted media. Drive Brand Studio will also work with writers/editors and create interest stories featuring northern New Hampshire as a vacation destination. DTTD's logo will be used to co-brand items as appropriate.

<u>Discover New England</u>: NCIC will attend the Discover New England summit to promote NH Grand and the properties NH Grand represents. DTTD's logo will be used to co-brand items as appropriate.

<u>Content Generation</u>: NCIC will create content/messaging by providing exposure for tourism properties in the North Country by targeting potential vacationers located in New England who want an outdoor vacation experience. The project will accomplish this through communication channels including: website content, enewsletter content, blog content, comprehensive guide book and press releases. DTTD's logo will be used to co-brand items as appropriate.

<u>Digital Advertising</u>: NCIC will contract with Brand USA to display advertising that will highlight New Hampshire's Grand North and the many activities in the region. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the Northern Community Investment Corporation is hereby incorporated by reference.

Exhibit B Schedule and Payments

Total Grant Award:

\$30,290.00

Reimbursement requests will be invoiced by the Northern Community Investment Corporation 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.

Exhibit C Special Provisions

There are no special provisions to this contract.

DTTD JPP 2019-07
Grantee Initials
Date Q (0-19)

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 NORTHERN COMMUNITY INVESTMENT CORPORATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 11, 1975. 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: 63608

Certificate Number: 0004083421



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

l, Nathan Houghton, Chairman of the Northern Community Investment Corporation Board of Director Certify that President Jon Freeman, and/or Vice President for Economic Development Cathy Conwauthorized to sign contracts on behalf of the organization.	ctors,
	ay are
Hollen Kondlow	
Signature of Chairman	-
Nathan Houghton	
Print Name	
September 6, 2018	,
Date	
STATE OF VI (MONT. COUNTY OF CARDYNA.	
This instrument was acknowledged before me on this day of, whose identity determined by (check box that applies and complete blank line, if any):	was
My personal knowledge of the identity of said person OR	
The oath or affirmation of a credible witness, (name of witness), the witness being personally known to me OR	f
The following identification document(s):	_

NCICORP-02

LCLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 11/30/2017

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT A. B. Glie, inc. PHONE (AC, No, Ext): (603) 643-4540 E MAIL ADDRESS: FAX (A/C, No): (603) 643-6382 PO Box 66 Hanover, NH 03755 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Liberty Mutual Insurance INSURED INSURER B : Northern Community Investment Corp. ATTN: Sandy Lowell 61 Depot Square, Suite #2 St. Johnsbury, VT 05819 INSURER E INSURER F: COVERAGES **CERTIFICATE NUMBER:** RÉVISION 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR BKW58187254 12/01/2017 | 12/01/2018 100,000 5,000 MED EXP (Any one person) PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2.000,000 POLICY PRO-PRODUCTS - COMPIOP AGG OTHER: COMBINEO SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY ANY AUTO BAW58187254 12/01/2017 12/01/2018 BODILY INJURY (Per person) OWNED AUTOS ONLY X SCHEBULED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X HIRED ONLY NON-SYMED ·X Х 5,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE USO58187254 12/01/2017 EXCESS LIAB 12/01/2018 5,000,000 CLAIMS-MADE AGGREGATE 10.000 DED X RETENTION\$ A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE XWO58187254 12/01/2017 12/01/2018 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT -N 500,000 E.L. DISEASE - EA EMPLOYER l yes, describe under DESCRIPTION OF OPERATIONS below 500.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Workers Comp Covered States 3.A. Part One: NH,VT; 3.C. Part Three: All States except ND,OH,WA,WY and States designated in item 3.A. Part One. No Excluded Officers. EVIDENCE OF INSURANCE **CERTIFICATE HOLDER** 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. NH Division of Travel and Tourism P.O. Box 1856 AUTHORIZED REPRESENTATIVE

ACORÉ.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

		Ť			
1.1. State Agency Name Department of Business a	and Economic Affairs	1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301			
1.3. Grantee Name White Mountains Attracti	ons Association	1.4. Grantee Address PO Box 10, North Woodstock, NH 03262			
1.5. Effective Date G&C Approval	1.6. Completion Date 12/31/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$133,341.50		
1.9. Grant Officer for St Victoria Cimino	tate Agency	1.10. State Agency Telep 603-271-2665	phone Number		
"By signing this form we cert grant, including if applicable		th any public meeting requiren	nent for acceptance of this		
1.11. Grantee Signature	**	1.12. Name & Title of G	rantee Signor 1 n, Marketing Mgr.		
1.13. Acknowledgment: State of New Hampshire, County of Graff , on 9/6/18, before the undersigned officer, personally appeared the person the person block 1.12., known to me (or satisfactorily proven) to be the person whose name is the person whose name 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	e of the Peace	TAY PUBLICATION		
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: 926/18					
1.17. Approval by Governor and Council					
By: On: / /					

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

OTTD JPP 2019-08

Grantee Initials

Date 9 | 18

- 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. 11.1.3
- 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, 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. <u>PERSONNEL</u>
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 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.
- 1.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- ONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 1.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 1.2. 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.
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 - 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.
 - 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials CTC
Date 9618

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

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

Grantee Initials

Exhibit A Scope of Services

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

Grant Deliverables:

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

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

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

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

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

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

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

DTTD JPP 2019-08
Grantee Initials

Page 4 of 5

Exhibit B Schedule and Payments

Total Grant Award:

\$133,341.50

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

Exhibit C Special Provisions

There are no special provisions to this contract.

OTTD JPP 2019-0

State of New Hampshire Department of State

CERTIFICATE

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



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

William M. Gardner Secretary of State



Business Information

Business Details

WHITE MOUNTAINS

Business Name: ATTRACTIONS ASSOCIATION

Business Type: Trade Name

Expiration Date: 6/17/2021

Business Creation Date: 06/17/2011

Date of Formation in 06/17/2011

Jurisdiction:

Principal Office Address: 200 Kancamagus Highway, North

Woodstock, NH, 03262, USA

Business Email: NONE

Notification Email: NONE

Business ID: 652705

Business Status: Active

Last Renewal Date: Not Available

Name in State of Not Available Formation:

Mailing Address: PO Box 10, North Woodstock, NH,

03262, USA

Phone #: NONE

Fiscal Year End NONE

NAICS Subcode

Principal Purpose

NAICS Code S.No

OTHER / tourism marketing association

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name

Business ID

Business Status



White Mountains Attractions Association

PO BOX 10, 200 KANCAMAGUS HWY, NORTH WOODSTOCK NH 03262 PHONE: 603-745-8720 • FAX: 603-745-67651 www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

CERTIFICATE OF AUTHORITY

I, <u>Jim Miller</u>, Chairman of the White Mountains Recreation Association (d.b.a. White Mountains Attractions Association), certify that Charyl Reardon and/or Jayne O'Connor are authorized to sign contracts on behalf of the organization.

Jim Miller, Chairman

96/18 Date

COMMERCIAL DESCRIPTION OF THE PROPERTY OF THE

Ollen F. Eli-9/4/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2017

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

REVENUE RANGE GROUP INC.

PHONE 900 6 **EVENTS & ATTRACTIONS** PPARTICEP (A/C, No): 260-459-5624 K&K INSURANCE GROUP, INC. (A/C, No, Ext): E-MAIL 800-553-8368 P.O. BOX 2338 ADDRESS FORT WAYNE, IN 46801 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: NATIONAL CASUALTY COMPANY 11991 INSURER B: **NATIONWIDE** 23787 INSURED WHITE MOUNTAINS RECREATION ASSOCIATION INSURER C DBA: WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1 INSURER D: 200 KANCAMAGUS HIGHWAY INSURER E: NORTH WOODSTOCK, NH 03262 INSURER F: **REVISION NUMBER: COVERAGES CERTIFICATE NUMBER: C71909** 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 ADDL SUBR INSO WVD POLICY EFF POLICY EXP INSR LIMITS TYPE OF INSURANCE **POLICY NUMBER** LTR (MM/DD/YYYY) MM/DD/YYYY KKO0000021256200 10/1/2017 10/1/2018 EACH OCCURRENCE \$1,000,000 COMMERCIAL GENERAL LIABILITY Α Х 12:01 AM 12:01 AM DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 CLAIMS-MADE | X | OCCUR **EXCLUDED** MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 NONE GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT LEGAL LIAB TO PARTICIPANTS POLICY LOC OTHER: PROFESSIONAL LIABILITY COMBINED SINGLE LIMIT KKO0000021256400 10/1/2017 10/1/2018 \$1,000,000 AUTOMOBILE LIABILITY (Ea accident 12:01 AM 12:01 AM ANY AUTO BODILY INJURY (Per person) Х OWNED **BODILY INJURY (Per accident)** SCHEDULED AUTOS AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE NON-OWNED AUTOS ONLY Х UMBRELLA LIAB XKQ0000021256600 10/1/2017 10/1/2018 EACH OCCURRENCE \$3,000,000 Х OCCUR 12:01 AM 12:01 AM AGGREGATE \$3,000,000 х **EXCESS LIAB** CLAIMS-MADE DED RETENTION RKERS COMPENSATION N/A WCC0000033009805 10/1/2017 10/1/2018 OTHER X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 12:01 AM 12:01 AM \$1,000,000 FIL FACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$1,000,000 N If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 PARTICIPANT ACCIDENT AD&D Primary Medical Excess Medical Weekly Indemnity DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) COVERAGE PROVIDED FOR THE OPERATION OF WHITE MOUNTAINS CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE NH DIVISION OF TRAVEL AND TOURISM EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH 172 PEMBROKE ROAD THE POLICY PROVISIONS. CONCORD, NH 03301 AUTHORIZED REPRESENTATIVE Dott Burland

RECEIVED

SEP 0 7 2018

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	nd Economic Affairs	1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301				
1.3. Grantee Name Hampton Area Chamber	of Commerce	1.4. Grantee Address 1 Lafayette Road, Hampton, NH 03843				
1.5. Effective Date G&C Approval	1.6. Completion Date 09/09/18	1.7. Audit Date N/A 1.8. Grant Limitatio Up to \$4,500.00				
1.9. Grant Officer for Solvictoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665				
"By signing this form we cer grant, including if applicable		h any public meeting requiren	nent for acceptance of this			
1.11 Grantee Signatur	er at	1.12. Name & Title of Gi Director of Events	<u> </u>			
1.13. Acknowledgment: State of New Hampshire, County of Rockingham, on 3/10/18, before the undersigned officer, personally appeared the person identified in block 1.12, known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.						
(Seal)	tary Public or Justice of the	•				
1.13.2. Name & Title of	Notary Public or Justice	of the Peace RUSSELL D. E My Commission	BRIDLE, Notary Public Expires March 22, 2022			
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: 9/21/18						
1.17. Approval by Governor and Council						
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").

- 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.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10, the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80.7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 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.
- 6. 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 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1: The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2.
 be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT: REMEDIES.

9.2.

- 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
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 1.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and.
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- <u>TERMINATION</u>
- 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.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee.
- 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

approval of the undertaking or carrying out of such Project, shall participate in 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.
- 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 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.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

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

Grant Deliverables:

Radio Advertising: HACC will contract with MEDIA Link for a two-week radio advertising space on WXRV (including all sister stations) promoting the 2018 Hampton Seafood Festival. The radio marketing plan is aimed at increasing attendance to the Hampton Seafood Festival. Advertising on WXRV will allow HACC to reach the Massachusetts audience and a younger demographic. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments.,

Total Grant Award:

\$4,500.00

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

Exhibit C Special Provisions

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

OTPO JPP 2010-09
Grantee Initials
Date 9/10/18

Page 4 of 4

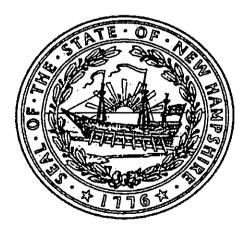
State of New Hampshire Department of State

CERTIFICATE \

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

Business ID: 62299

Certificate Number: 0004188619



IN TESTIMONY WHEREOF,

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

William M. Gardner Secretary of State

State of New Hampshire Department of State

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

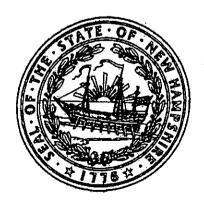
SEAFOOD FESTIVAL

This is to certify that HAMPTON AREA CHAMBER OF COMMERCE, reregistered in this office as doing business under the Trade Name SEAFOOD FESTIVAL, at 1 Lafayette Road, Hampton, NH 03842 on September 7, 2015.

The nature of business is CHAMBER OF COMMERCE.

Expiration Date: September 7, 2020

Business ID#: 138953



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of March, 2015 A.D.

William M. Gardner Secretary of State



One Lafayette Road • PO Box 790 Hampton, New Hampshire 03843

Phone: 603-926-8718 Fax: 603-926-9977

info@hamptonchamber.com www.hamptonchamber.com

CERTIFICATE OF AUTHORITY

I, John Nyhan, President of the Hampton Area Chamber of Commerce, certify that Colleen Westcott, Director of Events and Marketing, is authorized to sign contracts on behalf of the organization.

Signature of John Nyhan

President of the Hampton Area Chamber of Commerce

John B. Nyhan

Print Name

9)12/18

the region of the second secon

Date

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

Rye · North Hampton · Hampton Beach · Hampton · Hampton Falls · Seabrook



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 09/10/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Edward Jackson
NAME: Edward Jackson
PHONE
(AC. No. Ext): (603) 926-7655
E-MAILESS: edward@tobeymerrill.com PRODUCER (603) 926-2135 Tobey & Merrill Insurance 20 High Street INSURER(S) AFFORDING COVERAGE NAIC # Philadelphia Insurance NH 03842-2214 Hampton INSURER B : AR-Liberty Mutual INSURED ARCH Insurance Hampton Area Chamber of Commerce INSURER C : PO Box 790 INSURER D : INSURER E : NH 03843 Hampton INSURER F : CL1881305853 **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES 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

Т	, TYPE OF INSURANCE	E OF INSURANCE INSD WVD POLICY NUMB			R POLICY EFF (MM/DDYYYY)	(MM/DDYYYYY)	LIMITS		
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				PHPK1828845	06/11/2018	06/11/2019	MED EXP (Any one person) PERSONAL & ADV INJURY	s 1,000,000	
t	GEN'L AGGREGATE LIMIT APPLIES PER:		•				GENERAL AGGREGATE	\$ 5,000,000	
	POLICY PRO. LOC			1	•		PRODUCTS - COMP/OP AGG	\$ 5,000,000	
_	OTHER:	\sqcup					Liquor Liability COMBINED SINGLE LIMIT	\$ 1,000,000	
ļ	AUTOMOBILE LIABILITY						(Ea accident)	\$ 1,000,000 \$	
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ı					·			\$	
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	DED X RETENTION \$ 10,000						[250] . JOTH	\$,	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						STATUTE X OTH	500,000	
3	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WC531S616909-018	08/02/2018	08/02/2019	E.L. EACH ACCIDENT	\$ 500,000	
- 1	Mendatory in NH) fyes, describe under				/		E.L. DISEASE - EA EMPLOYEE	\$ 500,000 \$ 500,000	
4	DESCRIPTION OF OPERATIONS below	\vdash					E.L. DISEASE - POLICY LIMIT	1,000,000	
;	Directors & Officers			NFP0129507-00	11/07/2017	11/07/2018	Aggregate	1,000,000	
SC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACO	ORD 1	01, Additional Remarks Schedule, r	nsy be attached if more s	pace is required)			
ER	TIFICATE HOLDER				CANCELLATION	· · ·			
	New Hampshire Division of Tou	udem				DATE THEREO	ESCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVE Y PROVISIONS.		

AUTHORIZED REPRESENTATIVE

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NH 03301

Div. of Travel & Tourism Dev.

172 Pembrook Road

Concord

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 Lincoln-Woodstock Char Western White Mountain Commerce		1.4. Grantee Address PO Box 1017, Lincoln, NH 03251							
1.5. Effective Date G&C Approval	1.6. Completion Date 09/30/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$65,020.49						
1.9. Grant Officer for So Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665							
"By signing this form we cer grant, including if applicable		th any public meeting require	ment for acceptance of this						
1.11. Grantee Signature	e 1	1.12. Name & Title of Grantee Signor 1 Kirm Pickering Executive Diverte							
1.13. Acknowledgment: State of New Hampshire, County of Joseph , on // // // // before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.									
1.13.1. Signature of No. (Seal) CAM	1.13.1. Signature of Notary Public or Justice of the Peace								
1.13.2. Name & Title of	Notary Public of Linete	explosion Expires June 01, 2021 AMY E FORRES Explosion Expires Notary Public							
1.14. State Agency Signature(s) Taylor Caswell, Commissioner									
1.16. Approval by Attorney General (Form, Substance and Execution)									
By: Assistant Attorney General, On: 9 1211/8									
1.17. Approval by Governor and Council									
By:		On: / /							

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

DTTD JPP 2019-16
Grantee Initials
Date 9 10 1

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hamoshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 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 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 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 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.2 set forth in block 1.8 of these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with 11.2. all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 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 be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined 12.3. effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or
 8.3. appointed.
 - The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant 12.4.
- 9. Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
 - As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.
 - 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.
- 11. 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
 - .1.1 Default"):

9.2.

- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
 - Failure to perform any of the other covenants and conditions of this Agreement.Upon the occurrence of any Event of Default, the State may take any one, or
- 1.2.1 more, or all, of the following actions:
 - Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State 11.2.3 determines that the Grantee has cured the Event of Default shall never be paid to
- the Grantee; and

 11.2.4 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 2. Treat the agreement as breached and pursue any of its remedies at law or in
- 12.1. equity, or both.

TERMINATION.

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

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

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

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

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

OTTD JPP 3019-10
Grantee Initials

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

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

ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 20. subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

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

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

this agreement. INSURANCE AND BOND.

14.

15

16.

The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to 24. 17.1.1 obtain and maintain in force, both for the benefit of the State, the following 17.1.2

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

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

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

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

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

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

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

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

> Grantee Initia Date

Exhibit A Scope of Services

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

Grant Deliverables:

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

<u>Summer Destination Marketing</u>: LWCC will run two sets of campaigns, "General" and "Family Focused" on Google, Yahoo, Bing, Facebook, and ad-network and display to retarget and drive visitors to the website where they can find area information to begin planning visits to the Western White Mountains area. DTTD's logo will be used to co-brand items as appropriate.

<u>Year-round Destination Marketing</u>: LWCC will contract with various vendors to focus on a year round destination plan that will include print/distribution, digital campaigns, creative design, SEO, media placement and public relations to create a cohesive message that will raise awareness of the LWCC and Western White Mountains brand. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$65,020.49

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

Exhibit C Special Provisions

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

Grantee Initials
Date 9 0 1

Page 4 of 4

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

Business ID: 86780

Certificate Number: 0004100176



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May A.D. 2018.

William M. Gardner

Secretary of State



Lincoln • Woodstock • Franconia Notch New Hampshire

Certificate of Authority

I, Roy Whitaker, President of the Board of Directors of the Lincoln-Woodstock Chamber of Commerce DBA Western White Mountains Chamber of Commerce, certify that Kim Pickering is authorized to sign contracts on behalf of the organization.

Signature of President

Printed Name

Date

AMYEFORBES

Notary Public-New Hampshire

My Commission Expires

June 01, 2021

OP ID: RB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/2018

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

CONTACT

Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246					e				PHONE FAX (A/C, No, Ext): (A/C, No): E-MAILESS:					
									INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : Cincinnati Indemnity Ins. Co.					NAIC #
INSURED Lincoln Woodstock									INSURE	23280				
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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business a		1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301						
1.3. Grantee Name Ski New Hampshire, Inc.		1.4. Grantee Address PO Box 521, Conway, NH 03818						
1.5. Effective Date G&C Approval	1.6. Completion Date 09/30/19	1.7. Audit Date N/A	1.8. Grant Limitation Up to \$16,524.25					
1.9. Grant Officer for S Victoria Cimino	tate Agency	1.10. State Agency Telephone Number 603-271-2665						
"By signing this form we cer grant, including if applicable		ith any public meeting requirement for acceptance of this						
1.11. Grantee Signatur	e 1	1.12. Name &Title of Grantee Signor 1						
reson Cal	Com	Jessyca Keiler, Exe	atin Director					
9/U / K, before the und known to me (or satisfa	ctorily proven) to be the	re, County of \(\int \mathcal{I}\						
1.13.1. Signature of No (Seal)	tary Public or Justice of)						
	Notary Public or Justice Rebece a.H. Deschenes							
1.14. State Agency Sign	enture(s)	1.15. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner						
1.16. Approval by Attorney General (Form, Substance and Execution)								
By: AUK	Assistant A	Attorney General, On: 9 121/18						
1.17. Approval by Gove	ernor and Council							
By:		On: / /						

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

DTTD JPP 2019-11
Grantee Initials VK
Date 7 6 18

REBECCA H. DECCHETER, Clary Pibro My Crim sston Egrics No. 2 asy Pibro

- 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, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
 11.1.2
- 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 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 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.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- ONDITIONAL 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
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - <u>TERMINATION</u>.
 - 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.
 - 3. <u>CONFLICT OF INTEREST.</u> No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 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 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. <u>NOTICE</u>. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- AMENDMENT. This Agreement may be amended, waived or discharged only
 by an instrument in writing signed by the parties hereto and only after approval of
 such amendment, waiver or discharge by the Governor and Council of the State of
 New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- <u>SPECIAL PROVISIONS</u>. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A Scope of Services

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

Grant Deliverables:

<u>Media/Marketing Tools</u>: Ski NH will contract with Constant Contact to provide e-newsletters to both its members and a subscribed email list promoting events and deals. Constant Contact also serves as a tool for sending media clip reports and updates to members, as well as surveys for ticket and passport purchasers. Ski NH will also contract with the Meltwater media monitoring platform, which allows Ski NH to bring all media outreach inhouse. DTTD's logo will be used to co-brand items as appropriate.

<u>Media Receptions</u>: Ski NH will host two media receptions to be held in October; one in Boston and one in Concord or Manchester. Having two locations allows ski areas to connect with media in the Boston market and closer to home. DTTD's logo will be used to co-brand items as appropriate.

<u>Website Upgrades</u>: Ski NH will contract with Drive Brand Studio to refine the website header, listing template, and to improve the event calendar, allowing members to submit resort events for the Events Calendar for Ski NH staff to review/approve. DTTD's logo will be used to co-brand items as appropriate.

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

Exhibit B Schedule and Payments

Total Grant Award: \$16,524.25

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

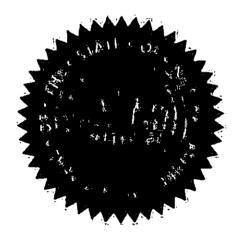
Exhibit C Special Provisions

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

State of New Hampshire Department of State

CERTIFICATE

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



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

William M. Gardner Secretary of State



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

CERTIFICATE OF AUTHORITY

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

Signature of Authorized Board Member

Benjamin E. Wilcox Print Name

9-6-18

Commen Wallings

REBECCA H. DESCHENES, Notary Public My Commission Expires November 16, 2021

OFFICERS

Ross Boisvert, Chairman McIntyre Ski Area John DeVivo, Vice Chair Cannon Mountain Jay Gamble, Treasurer Mount Sunapee

MEMBERS

Abenaki Wolfeboro Bear Notch Ski Touring Bartlett Black Mountain Jackson

Bretton Woods Carroll

Bretton Woods XC Carroll

Cannon Mountain Franconia

Cranmore Mountain Resort

North Conway Dartmouth Cross Country Ski Center

Hanover **Dartmouth Skiway**

> Lyme Center Dexter's Inn Trails by Norsk

Sunapee

Eastman Cross Country

Grantham Franconia Village XC Ski Center

Franconia

Granite Gorge Cross Country Roxbury

Granite Gorge Ski Area

Roxbury

Great Glen Trails Gorham

Gunstock Mountain Resort Gilford

Gunstock Mountain Resort XC

Gilford **Jackson Cross Country Touring**

Jackson King Pine Ski Area

Madison

Loon Mountain Lincoln

Loon Mountain XC Lincoln

McIntyre Ski Area

Manchester Mount Sunapee

Newbury

Mt. Washington Valley Ski Touring

Intervale Nordic Skier Wolfeboro XC

Wolfeboro

Pats Peak Henniker

Pine Hill XC Ski Club New London

Purity Spring XC & Snowshoe Reserve

Madison Ragged Mountain Resort

Danbury

Ski Hearth Farm Nordic Center Franconia, NH

Waterville Valley

Waterville Valley Waterville Valley Nordic Center

Waterville Valley Whaleback Mountain

> Enfield Windblown XC

New Ipswich

OP ID: RB

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf fi	FSUBROGATION IS WAIVED, subject his certificate does not confer rights t	t to t	he te	rms and conditions of thificate holder in lieu of su	e polic	cy, certain po	olicies may	require an endorsement.	A st	tatement on		
PRODUCER Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246						CONTACT NAME:						
						NAME: PHONE FAX (A/C, No): E-MAIL ADDRESS:						
INSURED Ski New Hampshire						INSURER A : Cincinnati Insurance Company INSURER B : Cincinnati Casualty Company						
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