

AR 41



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of TRAVEL and TOURISM DEVELOPMENT  
172 Pembroke Road, Concord, New Hampshire 03301

Jeffrey J. Rose  
Commissioner

Victoria Cimino  
Director

TEL: 603-271-2665  
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WEBSITE: [www.visitnh.gov](http://www.visitnh.gov)  
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March 22, 2017

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Travel and Tourism Development to award a grant to the New Hampshire Lodging & Restaurant Association (VC # 154090) in an amount not to exceed \$5,000.00 for their 2017 out-of-state marketing project under the Joint Promotional Program for the grant period upon Governor and Executive Council approval through July 31, 2017. 100% General Funds.

Funds are available as follows:

	<u>FY 2017</u>
03-35-35-352010-36200000	
Division of Travel-Tourism	
075-500590 Grants, Subsidies and Relief	
	<u>\$5,000.00</u>
	Total: <u>\$5,000.00</u>

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. Funds for specific projects are recommended by the Joint Promotional Screening Committee to the Commissioner of Resources and Economic Development. Each project will be evaluated by the Division of Travel and Tourism Development. Conditions listed on grant applications must be met prior to reimbursement of funds approved.

The grant recipient agrees that, to the extent future legislative action by the New Hampshire General Court or by issue of an Executive Order issued in accordance with the laws of the State of New Hampshire by the Governor, said grant may be modified by the Department of Resources and Economic Development 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

Approved,

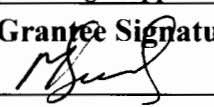
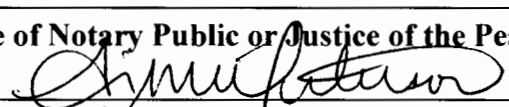
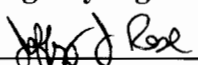
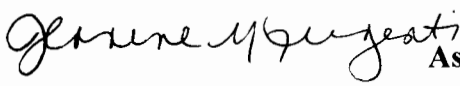
Jeffrey J. Rose, Commissioner  
Department of Resources and Economic  
Development

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Resources and Economic Development		<b>1.2. State Agency Address</b> 172 Pembroke Road, Concord, NH 03301	
<b>1.3. Grantee Name</b> New Hampshire Lodging & Restaurant Association		<b>1.4. Grantee Address</b> 16 Centre Street, Concord, NH 03301	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> 7/31/17	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$5,000.00
<b>1.9. Grant Officer for State Agency</b> Victoria Cimino		<b>1.10. State Agency Telephone Number</b> (603) 271-2665	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> MIKE SANDERS PRESIDENT & CEO	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Merrimack, on 3/17/17, 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> AIMÉE M. PETERSON, Notary Public My Commission Expires March 12, 2019			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Jeffrey Rose, Commissioner	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: 4/11/2017			
<b>1.17. Approval by Governor and Council</b> 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").

3. 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 (hereinafter referred to as "the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration 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 payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 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, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 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 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.
- 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.
- 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.
10. 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 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.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
  - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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 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 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 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 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 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 intent 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.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. 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 New Hampshire Lodging and Restaurant Association (NHL&RA) to be used to promote travel and tourism in New Hampshire.

### Grant Deliverables:

SEM/SEO Campaign to Kickstart NH flavors: NHL&RA will contract with Rumbletree to develop and execute a four month long Search Engine Optimization/Search Engine Marketing campaign that will drive visitors to the NH Flavors website to explore dining, lodging, and adventure in New Hampshire. This campaign will establish New Hampshire Flavors as a one-stop consumer-clearinghouse for the hospitality industry. DTTD's logo will be used to co-brand items as appropriate.

The Joint Promotional Program application received by the New Hampshire Lodging and Restaurant Association is hereby incorporated by reference.

## Exhibit B Schedule and Payments

Total Grant Award: \$5,000.00

Reimbursement requests will be invoiced by New Hampshire Lodging and Restaurant 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 FY17. 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.

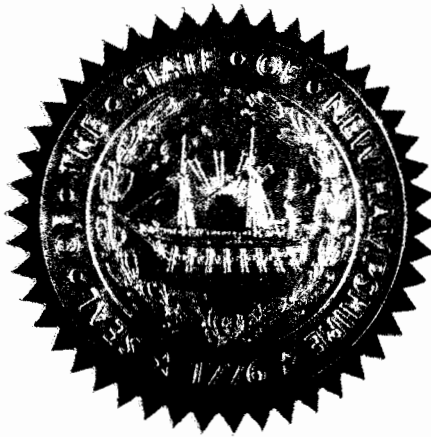
Grantee Initials:                     

Date: 3/17/2017

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Lodging and Restaurant Association is a New Hampshire nonprofit corporation formed July 24, 1919. 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 19<sup>th</sup> day of February A.D. 2016

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

William M. Gardner  
Secretary of State



## Corporation Division

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[Name Availability](#)  
[Name Appeal Process](#)

Date: 2/24/2017

### Filed Documents

(Annual Report History, View Images, etc.)

### Business Name History

Name	Name Type
New Hampshire Lodging and Restaurant Association	Legal
New Hampshire Lodging and Restaurant Association, Representing The Hospitality Industry	Prev Legal
NEW HAMPSHIRE HOSPITALITY ASSOCIATION	Prev Legal
NEW HAMPSHIRE HOTEL, MOTEL & RESTAURANT ASSOCIATION	Prev Legal
NEW HAMPSHIRE HOTEL ASSOCIATION	Prev Legal

### Non-Profit Corporation - Domestic - Information

<b>Business ID:</b>	63944
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	7/24/1919
<b>Principal Office Address:</b>	16 Centre Street, Suite 3 Concord NH 03301
<b>Principal Mailing Address:</b>	16 Centre Street, Suite 3 Concord NH 03301
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	12/4/2015 9:40:34 AM
<b>Last Annual Report Filed:</b>	2015

### Registered Agent

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



**N H L R A**

NEW HAMPSHIRE LODGING & RESTAURANT ASSOCIATION

**Certificate of Authority**

I, Pam Bissonnette, Vice Chair of the Board of the New Hampshire Lodging & Restaurant Association, certify that as the NHLRA's President and Chief Executive Officer, Mike Somers is authorized to sign contracts on behalf of the organization.

Pam Bissonnette

Signature

Pam Bissonnette, 2017 Vice Chair of the Board

Name and Title

3/17/2017

Date

State of New Hampshire

County of Merrimack

Signed or attested before me on 17 day of March by Aimee Peterson (name(s) of person(s)).

Aimee Peterson

(Signature of notarial officer)

(Seal)

Notary Public, State of New Hampshire

My commission expires \_\_\_\_\_

RSA 456-B:8, IV.

AIMÉE M. PETERSON, Notary Public  
My Commission Expires 03/15/2018





NEW HAMPSHIRE



HOSPITALITY  
COMPENSATION  
TRUST

P.O. Box 3898  
Concord, NH 03302-3898  
(603) 224-7337

# CERTIFICATE OF INSURANCE

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.

**This is to certify that:** New Hampshire Lodging & Restaurant Association  
PO Box 1175  
Concord, NH 03302

**Certificate #: 1**

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

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

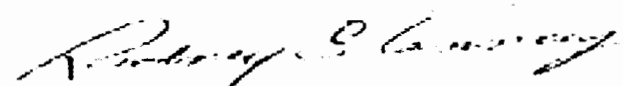
TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*				
	Extended				
	Policy Term				
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	03/01/2017-03/01/2018		P021301NHHCT2017	Bodily Injury By Accident	<ELBI Accident each Accident Limit>
Description of Operations:				Bodily Injury by Disease Policy Limit	<ELBI Disease Policy Limit>
				Bodily Injury by Disease Each Person	<ELBI Disease each Employee Limit>
ADDITIONAL COMMENTS:					

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

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

NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST

NHLRA  
PO Box 1175  
  
Concord, NH 03302

  
\_\_\_\_\_  
Authorized Representative

Concord, NH	603-224-7337	02/08/2017
Office	Phone Number	Date Issued