May 13, 2019

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to enter into a **SOLE SOURCE** contract with New Hampshire Stories, Inc., d/b/a New Hampshire Made (VC #162361) of Epping, New Hampshire, in the amount of \$65,000 to market New Hampshire made products and services from July 1, 2019 through June 30, 2021. 100% General Funds.

Funding for FY2020 and FY2021 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

	<u>FY2020</u>	<u>FY2021</u>
03-22-22-221010-20130000		
Division of Travel - Tourism		
069-500567 Promotional Marketing Exp.	\$32,500	\$32,500

EXPLANATION

Formed in 1997, New Hampshire Stories, Inc., d/b/a New Hampshire Made is a non-profit organization tasked with assisting New Hampshire companies in selling locally-made products and services.

New Hampshire Made produces a printed product/services directory, offers online purchasing, and features on its website a centralized database of New Hampshire producers. Additionally, the organization provides training and collaborative marketing opportunities. New Hampshire Made operates two retail locations in partnership with the New Hampshire Liquor Commission and within the General Stores at the Hooksett Welcome Information Centers.

The Division of Travel and Tourism Development (DTTD) partners with the organization to not only increase sales, but to increase consumer awareness via publicity programs. In addition, the Department of Business and Economic Affairs sits on the organization's Board of Directors. DTTD requests approval of this sole source

- 1 Eagle Square Suite 100 Concord, New Hampshire 03301
- **6**03.271.2341

contract as there are no other New Hampshire organizations that can provide the services that result from this public/private partnership.

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

Respectfully submitted,

Amy Bassett, Acting Director

Division of Yavel and Tourism Development

Taylor Caswell, Commissioner

Department of Business and Economic Affairs

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name	1.1 State Agency Name		1.2 State Agency Address	
State of New Hampshire Department of		1 Eagle Square, Suite 100		
Business and Economic Affairs		Concord, NH 03301		
1.3 Contractor Name	·	1.4 Contractor Address	· · · · · · · · · · · · · · · · · · ·	
NH Stories Inc D/B/A New Ham	ipshire Made	539 Calef Highway #104		
	The blonds in by but the winds in the bridge		Epping, NH 03042	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	110 11000000000000000000000000000000000	1 Completion Date	1.5 The Emmation	
603-679-9800	10-022-2013000-500567	June 30, 2021	\$65,000	
003 077 7000	10 022-2013000-300307	June 30, 2021	\$05,000	
1.9 Contracting Officer for Stat	e Agency	1 10 State Agency Telephone No	mhae	
Taylor Caswell, Commissioner	e Agency	1.10 State Agency Telephone Number 603-271-2665		
Taylor Caswell, Collittissioner		003-271-2003		
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
1 / Y -1				
1 (geluce	a	Alice Prarce, Executive Director		
1 () conta		I muce rearce, tx	ecutive VITECTOY	
1.13 Acknowledgement: State of NH, County of Merrimack				
		· - -		
On May 1, 2019, before	the undersigned officer, personal	ly appeared the person identified in	block 1.12, or satisfactorily	
proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity				
indicated in block 1.12.				
1.13.1 Signature of Notary Public or Justice of the Peace				
JOFFA M RAYMOND			AVMOND P	
[Seal] Notary Public - New Hampshire				
1.13.2 Name and Title of Notary or Justice of the Peace My Commission Expires Oct 5, 2021				
-10.P/2 111	Day was a			
dotta M Raymond				
1.14 State Agency Signature	/ d. \	1.15 Name and Title of State Ag		
Taylor Cosupli Commiss			010000000000000000000000000000000000000	
Date: Jail Taylor Caswell Commissioner 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)				
	,	(3) / /		
By: D		Director, On:		
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
By:		on: 6/2/2019	•	
Ву:		on: 6/2/2019	•	
	and Executive Council (if applic	·		
		·		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two
- (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

Page 3 of 4

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

in favor of any party.

- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Page 4 of 4

EXHIBIT A SCOPE OF SERVICES FY 2020 – 2021

New Hampshire Stories, Inc. dba NH Made will partner with the Division of Travel and Tourism (DTTD) via co-branded marketing campaigns, content development for use on visitnh.gov and media pitches, visibility for DTTD in NH Made marketing materials and at NH Made events, reciprocal links, and use of promotional products in press/trade outreach efforts.

FY 2020 and FY 2021 Deliverables:

<u>New Hampshire Made product premiums</u>: NH Made will provide an assortment of promotional products for tour operators and travel writers, valued at \$16,000.

NH Made content for visitnh.gov: NH Made will produce a minimum of three pieces of content per month, executing brand-aligned contributions to DTTD's owned media channels, including visitnh.gov and social.

NH Made co-branded marketing campaign: NH Made will work with DTTD on a co-branded \$20,000 marketing campaign each year to be developed and implemented by DTTD's agencies, with input from NH Made.

Reciprocal collateral distribution: NH Made will distribute, on DTTD's behalf, appropriate collateral as determined by DTTD. Distribution will be through the NH Made stores in Hampton adjacent to the NH State Liquor Outlets on I-95 north and south, as well as at any event in which NH Made participates (e.g., Made in NH Expo, Deerfield Fair, etc.). NH Made will also provide space for a DTTD booth at the Deerfield Fair, pending space availability. NH Made will provide DTTD with the Buy Local New Hampshire magazine for distribution at appropriate events where DTTD has a booth.

Buy Local New Hampshire magazine: DTTD will receive a complimentary ad and listing in this annual publication targeting consumers and visitors to the state. 60,000 copies will be distributed statewide throughout the year via all state welcome centers; Manchester-Boston Regional Airport; well-attended events including the Deerfield Fair, the Big E, Made in NH Expo and others; farmers' markets; regional and local festivals; NH Made member retail, lodging and attractions locations; NH Made Hampton stores, NH Made Common Man Roadside country store and gift shop kiosks, and any new kiosk locations established during the course of the contract.

<u>NhMade.com</u>: DTTD will receive recognition as a NH Made partner via logo and link on the home page of nhMade.com and on any other appropriate content pages.

NH Made Co-branding & Collaborations: To continue building upon the state brand identity, co-branding between NH Made, NH Department of Agriculture, Markets & Food and DTTD will be accomplished whenever and wherever possible. NH Made will continue to partner with statewide organizations to promote the state and all the local products that are Made and grown here.

Exhibit B Schedule and Payments

FY 2020	
August 1, 2019	\$ 8,125
October 1, 2019	\$ ⁻ 8,125
January 1, 2020	\$ 8,125
April 1, 2020	\$ 8,12 <u>5</u>
	\$32,500
FY 2021	
August 1, 2020	\$ 8,125
October 1, 2020	\$ 8,125
January 1, 2021	\$ 8,125
April 1, 2021	<u>\$ 8,125</u>
,	\$32,500

Payments will be invoiced by New Hampshire Stories, Inc. by the terms noted above. 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 in this contract.

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 STORIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 04, 1997. 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 1D: 273365

Certificate Number: 0004425545



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of March A.D. 2019.

William M. Gardner



Certificate of Authority

I, Mike Somers, Vice-Chairperson of NH Stories, Inc., dba NH Made, do hearby certify that the following is a true copy of a vote taken at a meeting of the board of trustees, duly called and held on January 27, 2016, at which a quorum of the trustees were present and voting.

It was voted that:

Alice Pearce is duly authorized to enter a contract on behalf of NH Made with the State of New Hampshire, Department of Business and Economic Affairs, and further, is authorized to execute any documents which may, in her judgment, be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date hereof;

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairperson of NH Stories, Inc., dba NH Made, this 7th day of May, 2019.

(signature of certifying officer)

On this 7th day of May, 2019, before me, Mike Somers, the undersigned officer, personally appeared, who acknowledged himself to be the Vice-Chairperson of NH Stories, Inc., dba NH Made, being authorized to do so, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

JOFFA M RAYMOND Notary Public - New Hampshire My Commission Expires Oct 5, 2021

(Seaf)

Commission Expiration Date: <u>OC4 5, 202/</u>

OP ID: TR

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/2019

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). 603-536-8200 CONTACT PRODUCER Insurance24 PHONE (A/C, No, Ext): 603-536-8200 FAX (A/C, No): 603-536-2206 P. O. Box 480 Plymouth, NH 03264-0480 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 15024 INSURER A: Preferred Mutual INSURED MSUNEU New Hampshire Stories, Inc DBA NH Mado New Hampshire Stories Inc. DBA 539 Caler Highway #104 Epping, NH 03042-1536 INSURER B : INSURER C INSURER O INSURER E INSURER F : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR LTR ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α 2.000.000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) BOP0100700989 50,000 X 05/16/2019 05/16/2020 **Business Owners** X 10.000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO: 4,000,000 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-SWINED UMBRELLA LIAR OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ 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 - POLICY LIMIT **PROPERTY** 10,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter policy coverage, Iterms, exclusions, and conditions. **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 Department of Business & **Economic Affairs** AUTHORIZED REPRESENTATIVE One Eagle Square, Suite 100 Rapo Concord, NH 03301

NOTEPAD:

HOLDER CODE

INSURED'S NAME New Hampshire Stories, Inc.

NEWHA-5 OP ID: TR

PAGE 2
Date 05/08/2019

"This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

RSA 412:6-b II (b)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER **HUB NE Association Programs** PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No): 300 Ballardvale Street ADDRESS: Wilmington, MA 01887 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Assn. Members Workers' Comp Trust INSURED INSURER B NH Stories, Inc. INSURER C d/b/a New Hampshire Made INSURER D 539 Calef Highway, Unit 104 Epping, NH 03042 INSURER E INSURER F 00002 COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABULTY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG POLICY PRO-\$ AUTOMOBILE LIABILITY (Es socident) BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED **BODILY INJURY (Per accident)** s AUTOS NON-OWNED AUTOS PROPERTY DAMAGE \$ HIRED AUTOS (Per accident) \$ UMBRELLA LIAB EACH OCCURRENCE s OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ RETENTION \$ s DEO WORKERS COMPENSATION X WC STATU-TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) It yes, describe under DESCRIPTION OF OPERATIONS below 100,000 E.L. EACH ACCIDENT N N/A E.L. DISEASE - EA EMPLOYEE \$ 100,000 030009100320119 1/01/2019 1/01/2020 500,000 E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CERTIFICATE HOLDER CANCELLATION NH Department of Business SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE & Economic Affairs THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN One Eagle Square Suite 100 ACCORDANCE WITH THE POLICY PROVISIONS. Concord, NH 03301 AUTHORIZED REPRESENTATIVE and Stlok