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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  
FAX: 603-271-6870  
TRAVEL GUIDE: 800-386-4664  
WEBSITE: [www.visitnh.gov](http://www.visitnh.gov)  
E-MAIL: [travel@dred.state.nh.us](mailto:travel@dred.state.nh.us)

April 8, 2016

Her Excellency, Governor Margaret Wood Hassan  
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 grants to the organizations listed on the attached in the total amount of \$33,361.50 for their 2016/2017 in-state and out-of-state marketing projects under the Joint Promotional Program for the grant period upon Governor and Executive Council approval through the dates indicated on the attached sheet. 100% General Funds.

Funds to support this request are available as follows:

	<u>FY 2016</u>
03-35-35-352010-36200000	
Division of Travel-Tourism	
075-500590 Grants, Subsidies and Relief	<u>\$33,361.50</u>
	Total: \$33,361.50

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 Institute for New Hampshire Studies of Plymouth State University and 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

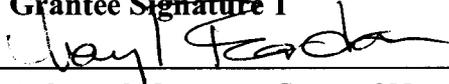
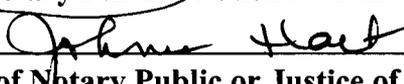
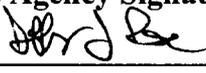


# GRANT AGREEMENT

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> White Mountains Attractions Association		<b>1.4. Grantee Address</b> PO Box 10, North Woodstock, NH 03263	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> 09/30/16	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$8,801.50
<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> Cheryl Reardon, Ops. Mgr.	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Grafton, on 3/28/16, 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> 		JOHNNA T. HART, Notary Public My Commission Expires May 9, 2017	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> JOHNNA T. HART - NOTARY			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Jeffrey J. Rose, Commissioner	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: 4/22/16			
<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").

- 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 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.
  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 White Mountains Attractions Association (WMAA) to be used to promote travel and tourism in New Hampshire.

#### Grant Deliverables:

Brochure Translation: WMAA will contract with TransPerfect, Inc. for international brochure translation services for the White Mountain Map and Guide and the White Mountain Scenic Byways brochure. These printed pieces are designed to attract, educate and influence international travel to the White Mountains. DTTD's logo will be used to co-brand items as appropriate.

PR: Story Pitching and Monitoring: WMAA will implement the services of Cision to help grow the PR side of their marketing business. Cision will assist WMAA in finding more publicity opportunities, and to connect with additional influencers who can best tell their story. WMAA will use Cision in hopes to create a better direction for their future communications strategies. DTTD's 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.

## Exhibit B

### Schedule and Payments

Total Grant Award:        \$8,801.50

Reimbursement requests will be invoiced by 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 FY2016. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

## Exhibit C

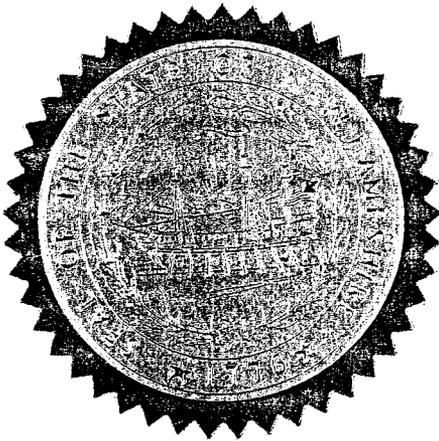
### Special Provisions

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 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 27<sup>th</sup> day of February A.D. 2015

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

William M. Gardner  
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 3/30/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
White Mountains Attractions Association	Legal

**Trade Name - Domestic - Information**

**Business ID:** 652705  
**Status:** Active  
**Entity Creation Date:** 6/17/2011  
**Principal Office Address:** 200 Kancamagus Highway  
 North Woodstock NH 03262  
**Principal Mailing Address:** PO Box 10  
 North Woodstock NH 03262  
**[Name Not Available]** **[Address Not Available]**

**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.**



# 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, Andrew Noyes, 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.

Signature

Print Name

Date

**JOHNNA T. HART**, Notary Public  
My Commission Expires May 9, 2017

Client#: 10708

WHIMO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2015

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).

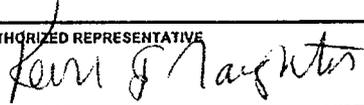
<b>PRODUCER</b> Naughton Insurance, Inc. P.O. Box 6192 Providence, RI 02940	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 401 433-4000		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> White Mountains Attractions Association Route 112 North Woodstock, NH 03262	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Essex Insurance Company</b>		
	<b>INSURER B: Markel Insurance Company</b>		
	<b>INSURER C: NH Workers Compensation Plan</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**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	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		15GLPRI01252	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1002MT4328660	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	X		MKLX10LE104137	10/01/2015	10/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BINDER36722	10/01/2015	10/01/2016	WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is added as Additional Insured but only respects Liability caused in whole or in part by the acts or omissions of the Named Insured.

<b>CERTIFICATE HOLDER</b> NH Division of Travel and Tourism 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b> 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 
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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.

<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> Mt. Washington Valley Chamber of Commerce & Visitors Bureau		<b>1.4. Grantee Address</b> 2617 White Mountain Highway, PO Box 2300, North Conway, NH 03860	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> June 30, 2016	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$17,037.50
<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> <i>Melody A. Nester</i>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> <i>Assistant Director Melody Nester</i>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Cann</i> , on <i>4-7-16</i> , 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</b> (Seal) <i>Ana Waitkun</i>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Ana Waitkun NH Notary Public</i> <small>ANA M. WAITKUN NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Apr. 17, 2018</small>			
<b>1.14. State Agency Signature(s)</b> <i>Jeffrey J. Rose</i>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <i>Jeffrey J. Rose, Commissioner</i>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By: <i>[Signature]</i> Assistant Attorney General, On: <i>4/22/16</i>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <i>1/1</i>			

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").

*MAN  
4/7/16*

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,

Grantee, may terminate this Agreement without cause upon this written notice.

**CONFLICT OF INTEREST.** No officer, member of employee or and no representative, officer or employee of the State of New Hampshire, the governing body of the locality or localities in which the Project is performed, who exercises any functions or responsibilities in the

- 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:
- 17.1.2 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
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be a standard form employed in the State of New Hampshire, issued by a carrier acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting the modification of the policy earlier than ten (10) days after written notice has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provision of this Agreement hereof after any Event of Default shall be deemed a waiver of the State's right to enforce that Event, or any subsequent Event. No express waiver of Default shall be deemed a waiver of any provisions hereof. No waiver shall be deemed a waiver of the right of the State to enforce any 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 given in writing, shall be duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged by an instrument in writing signed by the parties hereto and only if such amendment, waiver or discharge is approved 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 shall be binding upon and inures to the benefit of the parties and their successors and assignees. The captions and contents of the "subject matter" used only as a matter of convenience, and are not to be considered part of this Agreement or to be used in determining the intent of the parties hereunder.
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 on any third parties.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all other agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit B hereto are incorporated as part of this agreement.

MAN 4/7/16

## Exhibit A Scope of Services

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

### Grant Deliverables:

TV, Radio and Billboard: MWVCC will contract with Commonwealth Advertising to assist with a Spring Marketing Campaign, boost visibility for the area and brand Mt. Washington Valley as a spring destination. This plan will include TV spots, radio spots and digital billboard ads. DTTD's logo will be used to co-brand items as appropriate.

TV Production: MWVCC will contract with Borealis Productions for the creation of a television broadcast promoting the MWV spring experience that will reflect the area's multitude of opportunities, adventure, and attractions. DTTD's logo will be used to co-brand items as appropriate.

Facebook Advertising: MWVCC will contract with Maynely Marketing to develop a plan that focuses on niche ads that promote the Mount Washington Valley. The ads will be geo-targeted to New England states and Eastern Canadian provinces focusing on the millennial and baby boomer age groups. DTTD's logo will be used to co-brand items as appropriate.

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

## Exhibit B Schedule and Payments

Total Grant Award:      \$17,037.50

Reimbursement requests will be invoiced by Mt. Washington Valley Chamber of Commerce within 90 days after the completion date indicated in Section B1 of the application and no later than 90 days after the end of FY2016. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

## Exhibit C Special Provisions

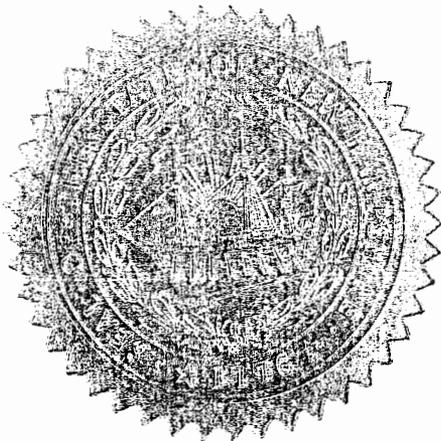
Due to the nature of this contract, DTTD waives the \$2,000,000 provision for bodily injury or death in Paragraph 17.1.2 (Insurance and Bond) and accepts \$1,000,000 for any one incident.

YMAN  
4/7/16

# 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 MT. WASHINGTON VALLEY CHAMBER OF COMMERCE is a New Hampshire nonprofit corporation formed February 11, 1982. 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 29<sup>th</sup> day of July A.D. 2015

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

William M. Gardner  
Secretary of State

### Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 4/12/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

#### Business Name History

Name	Name Type
MT. WASHINGTON VALLEY CHAMBER OF COMMERCE	Legal

#### Non-Profit Corporation - Domestic - Information

**Business ID:** 61812  
**Status:** Good Standing  
**Entity Creation Date:** 2/11/1982  
**Principal Office Address:** 2617 Village Sq  
 Main St  
 North Conway NH 03860  
**Principal Mailing Address:** 2617 Village Square  
 PO Box 2300  
 North Conway NH 03860  
**Expiration Date:** Perpetual  
**Last Annual Report Filed Date:** 1/2/2015  
**Last Annual Report Filed:** 2015

#### Registered Agent

**Agent Name:**  
**Office Address:** No Address  
**Mailing Address:** 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.



**CERTIFICATE OF AUTHORITY**

I, Michelle Capozzoli, President of Mt. Washington Valley Chamber of Commerce & Visitors Bureau, also known as Mt. Washington Valley Chamber of Commerce, certify that Melody Nester and Janice Crawford are authorized to sign contracts on behalf of the organization.

Michelle H Capozzoli

Signature of President

Michelle H Capozzoli

Print Name

4/7/16

Date

Ana M. Waitkun 4/7/16

ANA M. WAITKUN  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires Apr. 17, 2018

**[www.mtwashingtonvalley.org](http://www.mtwashingtonvalley.org)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2016

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).

<b>PRODUCER</b> Chalmers Insurance Group - Fryeburg PO Box 230 557 Main Street Fryeburg ME 04037	<b>CONTACT NAME:</b> Stacie Verrill-Leavitt <b>PHONE (A/C, No, Ext):</b> (207) 935-2021 <b>FAX (A/C, No):</b> (207) 935-3663 <b>E-MAIL ADDRESS:</b> sleavitt@ChalmersInsuranceGroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MT WASHINGTON VALLEY CHAMBER DBA MT WASHINGTON OF COMMERCE PO BOX 2300 NORTH CONWAY NH 03860	<b>INSURER A:</b> Citizens NAIC # 31534	
	<b>INSURER B:</b> Mass Bay 22306	
	<b>INSURER C:</b> Hanover Insurance Co 22292	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1632921328                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			OBPA155253	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Non-owned \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDPA155248	11/11/2015	11/11/2016	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers			LHP969268403	9/22/2015	9/22/2016	\$3,000,000

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

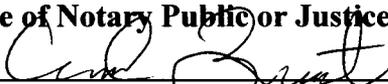
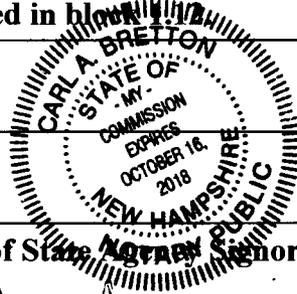
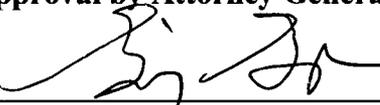
<b>CERTIFICATE HOLDER</b> melody@mtwashingtonvalley.  NH Division of Travel and Tourism 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE L Maillett/LAUREN 

# 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> Twin Mountain Chamber of Commerce		<b>1.4. Grantee Address</b> PO Box 194, Twin Mountain, NH 03595	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> June 30, 2016	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$7,522.50
<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> Carol Carlson Cunningham Pres.	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>GRAFTON</u> , on <u>4/1/16</u> , 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> CARL BRETTON, NOTARY PUBLIC			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Jeffrey J. Rose, Commissioner	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>4/20/16</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u> / /</u>			

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").

Grantee Initials ccc

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

Grantee Initials CCB  
Date 4-1-16

- 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 Twin Mountain Chamber of Commerce (TMCC) to be used to promote travel and tourism in New Hampshire.

#### Grant Deliverables:

Website Development: TMCC will contract with Sullivan Creative to create design, programming, testing, website tracking and SEO for a new responsive website that will establish the Chamber as the primary information resource for visitors. DTTD's logo will be used to co-brand items as appropriate.

Social Media Plan Development and Graphic Design: TMCC will contract with Sullivan Creative to provide design services to update the Twin Mountain-Bretton Woods brochure, Google ads and Facebook ads. The contractor will also develop a social media plan to include a schedule and recommended content topics for social media. DTTD's logo will be used to co-brand items as appropriate.

Twin Mountain-Bretton Woods Brochure: TMCC will update their 8 page brochure and have 20,000 copies printed to highlight the Chamber's attractions, activities, events, lodging, and dining. The brochure will feature images and links to the Chamber's website so the reader can get needed information when planning a trip to the region. DTTD's logo will be used to co-brand items as appropriate.

On Line Advertising: TMCC will use targeted, concentrated online advertising to reach targeted audiences. Two Google AdWord campaigns will be created to research and gain feedback on promotional messaging. TMCC will also use Facebook advertising to promote the area's offerings to attract visitors to the area for the summer season. DTTD's logo will be used to co-brand items as appropriate.

Advertising: TMCC will place a listing in the White Mountains Trail and Scenic Byways Driving Tour Guide to be distributed by White Mountains Attractions statewide, at restaurants, hotels, stores and community events. DTTD's logo will be used to co-brand items as appropriate.

## Exhibit B

### Schedule and Payments

Total Grant Award: \$7,522.50

Reimbursement requests will be invoiced by Twin Mountain 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 FY16. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

## Exhibit C

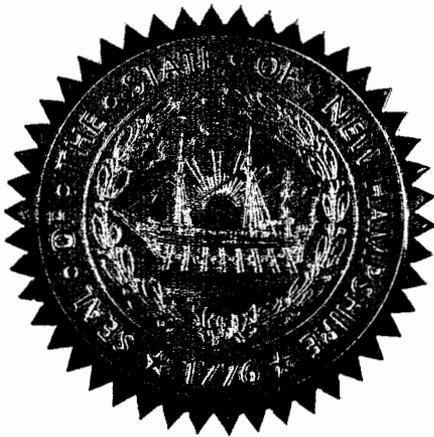
### Special Provisions

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 \$500,000 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 TWIN MOUNTAIN CHAMBER OF COMMERCE is a New Hampshire nonprofit corporation formed June 19, 1979. 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 4<sup>th</sup> day of April A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



TWIN MOUNTAIN-  
BRETTON WOODS  
*Chamber of Commerce*

PO Box 194, Twin Mountain, NH 03495

## Certificate of Authority

I, Cynthia Smith, Treasurer and Board Member of the Twin Mountain Chamber of Commerce (DBA Twin Mountain-Bretton Woods Chamber of Commerce), certify that Carol Carlson Cunningham is authorized to sign the contract on behalf of the organization.

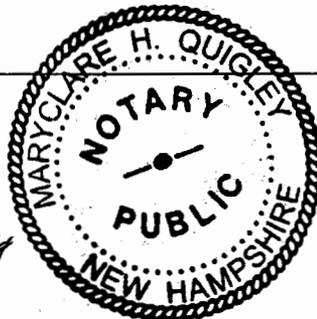
Signature of Twin Mountain Chamber of Commerce Officer

*Cynthia Smith, Treasurer*

Print Name, Title

*April 1, 2016*

Date



*Maryclare H. Quigley*  
Notary Public

*My Commission expires 12/5/2017*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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PRODUCER Geo M Stevens & Son Co 105 West Main Street Suite 3 Littleton NH 03561	CONTACT NAME: Vicki Girouard	
	PHONE (A/C, No, Ext): (603) 444-2911 FAX (A/C, No): (603) 444-2813 E-MAIL ADDRESS: vgirouard@gms-ins.com	
INSURED Twin Mountain Chamber Of Commerce PO Box 194 Twin Mountain NH 03595-0194	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nautilus	
	INSURER B: First Comp Underwriters	27626
	INSURER C: NH Underwriters	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL164107348 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NN650922	3/5/2016	3/5/2017	EACH OCCURRENCE \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC0108900-07	5/1/2016	5/1/2017	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Directors and Officers					NDC2010132B

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

Chamber of Commerce

Special Provisions: The officers have chosen to be excluded for Worker's Compensation coverage. Part One of the Workers Compensation policy applies to Workers Compensation Laws of NH.

## CERTIFICATE HOLDER

NH Division of Travel & Tourism  
172 Pembroke Road  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donald Clark/VLG

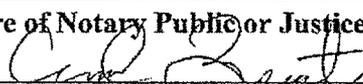
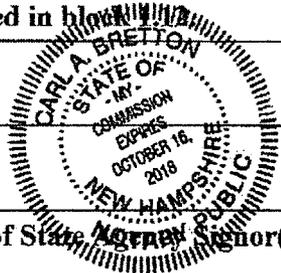
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# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<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> Twin Mountain Chamber of Commerce <i>e.t.c.</i>		<b>1.4. Grantee Address</b> PO Box 194, Twin Mountain, NH 03595	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> June 30, 2016	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$7,522.50
<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> <i>Carol Carlson Cunningham</i>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> <i>Carol Carlson Cunningham Pres.</i>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Grafton</i> , on <i>4/1/16</i> , 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 1.11.			
<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> <i>CARL BRETTON, NOTARY PUBLIC</i>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>  By: _____ Assistant Attorney General, On: <i>/ /</i>			
<b>1.17. Approval by Governor and Council</b>  By: _____ On: <i>/ /</i>			

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").

Grantee Initials *ccc*