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Shawn N. Jasper, Commissioner

October 22, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Agricultural Development (DAMF) to enter into a contract with Millennium Integrated Marketing, LLC (vendor code # 162262), 150 Dow St., 3rd Floor, Manchester, NH 03101 in the amount of \$200,000.00 to develop and implement campaign to educate consumers via targeting advertising and create demand for New Hampshire labeled milk at key local retailers, effective upon Governor and Council approval through December 31, 2019. 100% General Funds.

Funds are available as follows: 02-18-18-181500-26050000 Product and Scale Testing Fund

ACCOUNT 068-500562

Remuneration

FY 2020

TOTAL

\$200,000

\$200,000

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food (DAMF) has secured funding from the legislature to develop a dairy marketing campaign focused on specially labeled milk that will be retailed for a premium price in New Hampshire and proceeds will be returned directly to NH dairy farmers. This contactor was selected to oversee the marketing aspects of the program. The contractor was chosen via an application and interview process by a committee with representatives from the Department of Agriculture, Markets & Food and the New Hampshire Dairy industry. The contractor was selected from an initial pool of five candidates that submitted proposals.

Respectfully submitted,

Shawn N. Jaspe

Commissioner

Office of Commissioner www.agriculture.nh.gov/divisions

25 Capitol Street

PO Box 2042

(603) 271-3551

Concord, NH 03302-2042

Fax: (603) 271-1109

Bid Summary for the project

- RFP attached
- Finalist candidates interviewed by and providing presentations to a selection committee:
 - o M5 Marketing, Bedford, NH
 - o Millennium Integrated Marketing, LLC, Manchester, NH
 - o Sullivan Creative, Concord, NH

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 NH Dept. of Agriculture, Market	ts & Food	1.2 State Agency Address PO Box 2042, Concord, NH 03302-2042							
1.3 Contractor Name		1.4 Contractor Address							
Millennium Integrated Ma	arketing, LLC	150 Dow St., 3rd Floor, Manchester, NH 03101							
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation						
877-873-7445	26050000	December 31, 2019	\$200,000.00						
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone Number 603-271-3551							
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory							
Tank Janne	<i>20</i> 3.	Lindi A. Fanaras President							
1.13 Acknowledgement: State of W. D., County of Werrimack, President									
On Oct. 22019, before	the undersigned officer, personall ame is signed in block 1.11, and ac	y appeared the person identified i	in block 1.12, or satisfactorily						
1.13.1 Signature of Notary Public or Justice of the Peace									
[Seal] = E	icial, Neva	State of	HOUDE, Notary Public New Hampinhe Exotres Februery 10, 2021						
-1.13.2 'Name and Title of Notar	y or Justice of the Peace		1						
Holar	\		, 						
1.14 State Agenty Signature	10.	1.15 Name and Title of State Agency Signatory							
Shand	Shawn N. Jasper, Commissioner								
1.16 Approval by the N.H. Dep	arment of Administration, Divisio	on of Personnel (if applicable)							
By:		Director, On:							
1.17 Approval by the Attorney	General (Form, Substance and Exe	ecution) (if applicable)							
By:	On: 10/8/2019								
1.18 Approval by the Governor	and Executive Council (if applica	ıble)							
Ву:		On:							



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
- 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.

- 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 insurance:
- 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.

Page 3 of 4

Contractor Initials | laf |

Date 10/1/2019

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 in favor of any party.

- 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.
- 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 laf Date 10/1/2019

Exhibit A

The contractor shall utilize funding to educate consumers via targeting advertising and create demand for New Hampshire labeled milk at key local retailers.

The project shall be completed as follows:

Phase I: Research, Messaging and Outreach

Working closely with the NH Dept. of Agriculture, Markets & Food (NHDAMF), Millennium will help direct the full range of message development and delivery activities, including developing overall messaging and strategy, leading strategy coordination meetings, and research materials (if necessary), ensuring alignment of paid and unpaid messaging. The **messaging strategy** phase will include strategic work with NHDAMF to identify and prepare positioning to amplify the message.

Phase II: Creative Strategy and Traditional and Digital Marketing

Market research will be used to develop a creative marketing strategy based on the communication plan and messaging established in Phase I. Using highly identifiable brand elements, a micro-website will be created, which will include social media integration and provide questions and answers, and other relevant data.

This traditional and digital marketing campaign will drive consumers to the website, positioning it as a go-to resource. Millennium will review state regions and populations, the concentration of multi-cultural groups, education and income levels, and access to the Internet and build the campaign to target key audiences who are likely to purchase locally grown milk products.

The mass media campaign will involve comprehensive planning and execution using television, and digital marketing strategies such as video advertising and pay-per-click. Plans have been identified that will best reach both populated and rural areas.

Phase III: Execution & Tracking

Once the messaging, creative, and online components are complete, Millennium will execute a powerful and strategic digital marketing and mass media campaign that will drive traffic and increase awareness. Coupled with a continued social media and outreach effort, Millennium will help get the dairy message out throughout New Hampshire.

The mass media campaign will include a strategic mix of traditional and digital marketing efforts.

Measurement will cover all online and offline strategies of the campaign, including the number of outreach materials downloaded, online ad clicks, web page visits, and social media channel followers, event participation, and advertising impressions. This will also include measuring success by identifying primary and secondary markets, geographic targets, reach (number of population) and frequency.

Reports will be developed and used to manage the various strategies; comprehensive design media buy schedules and stay ahead of deadlines. These status reports will help manage accomplishments, set expectations, and keep track of what has been delivered.

Reporting/Monitoring: Upon completion of the project, the contractor shall submit a written report of the project outcomes including media analysis.

Exhibit B

The contract amount shall not exceed \$200,000.00. The contractor shall be paid monthly within 30 days of submission of an invoice detailing work done. Copies of receipts for project expenditures must also be submitted. Invoices must be approved by the Commissioner, NH Dept. of Agriculture, Markets & Food.

Exhibit C

If the date for commencement for Exhibit A precedes the Effective Date of the contract, then all services performed by the Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed.

Date: 10/1/2019

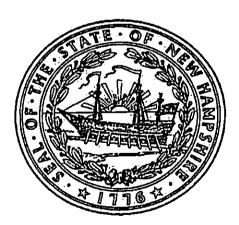
State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILLENNIUM INTEGRATED MARKETING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 23, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 291104

Certificate Number: 0004567812



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of August A.D. 2019.

William M. Gardner

Secretary of State

Certificate of Authority

[Linda A Fanaras	President	and sole owner of the Millennium Agency
(name) do hereby certify	(title) that:	(business/organization)
	n Integrated Marketing, dba	
		zation) revoked, annulled, or amended in any manner whatsoever, fect as of the date hereof;
IN WITNESS WE	HEREOF, I have here	cunto set my hand as the sole owner of the
	larketing, dba Millennium Age organization) S	igned: Ma Hann
	_ P	rinted Name: Linda A. Fanaras
	Humpshire Historovyh	
acknowledged hir	n/herself to be the being	2019, before me <u>Unda Fararas</u> the ed <u>before me</u> who of the <u>Mulennum Agaru</u> authorized so to do, executed the forgoing instrument for
the purpose therei		
In witness whereo	of, I have set my hand	and official seal. Math Warner
•	J	ustice of the Peace/Notary Public MISTA McDONNELL Notary Public My Commission Expires September 12, 2022
	C	Commission Expiration Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2019

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).

PRO	OUCER				CONTAC	CT Barbara	Breen	-			
Foy Insurance Group - Pembroke			PHONE (603) 224-1121 (A/C, No): (603) 224-4827								
570 Pembroke St.				E-MAIL ADDRESS: CLPembroke@foyinsurance.com							
				INSURER(S) AFFORDING COVERAGE NAIC #							
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INSL	JRED								37478		
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	AND EMPLOYERS' LIABILITY Y/N					12/17/2019	E.L. EACH ACCIDEN		\$	500,000	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y N/	\	04WECD08491	,		E.L. DISEASE - EA E		•	500,000	
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			Excluded: Linda Fanaras					E.L. DISEASE - POLI	CYLIMIT	\$	500,000
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NH Dept. of Agriculture, Markets & Food							, NOTICE WILL BE PROVISIONS.	. JELIVEK	LUIN		
PO Box 2042				COMPANY THE THE PRICE I IN VINCENCE							
25 Capitol St				AUTHORIZED REPRESENTATIVE							
Concord, NH 03302											
b					Michael Foy/MCAROL						
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