



# New Hampshire Fish and Game Department

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

**www.WildNH.com**  
e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

52 *SW*

December 14, 2012

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

1. Authorize the New Hampshire Fish and game Department to hold a Let's Go Fishing Volunteer Instructor Training and Recognition event on April 13, 2013. Total cost of this event will be \$5,031.00. Funding is 100% federal.

2. Authorize the New Hampshire Fish and Game Department to purchase volunteer recognition awards for a cost not to exceed \$250.00 to be presented to volunteer instructors at this event. Funding is 100% Federal.

Funds for this payment are available in the Public Information and Conservation Education – Aquatic Resources Education account, contingent upon availability and continued appropriations for State Fiscal Year 2013 as follows:

### 03 75 75 751020 Public Information and Conservation Education - Aquatic Resources Education

	<u>FY2013</u>
20-07500-21220000-020-500252, Current Expense	\$250.00

3. Authorize the New Hampshire Fish and Game Department to pay Hampshire Hospitality Holdings, Inc., Meredith, NH, vendor code 157393, \$4,781.00, to provide facilities and buffet dinner for the Let's Go Fishing Volunteer Recognition and Training Seminar at the Inns and Spa at Mill Falls, Meredith, NH on April 13, 2013. Funding is 100% Federal.

Funds for the payment are available in the Public Information and Conservation Education – Aquatic Resources Education account, contingent upon availability and continued appropriations for State Fiscal Year 2013 as follows:

### 03 75 75 751020 Public Information and Conservation Education - Aquatic Resources Education

	<u>FY2013</u>
20-07500-21220000-020-500252 Current Expense	\$4,781.00
	<u>\$250.00</u>
	\$5,031.00

#### REGION 1

629B Main Street  
Lancaster, NH 03584-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: reg1@wildlife.nh.gov

#### REGION 2

PO Box 417  
New Hampton, NH 03256  
(603) 744-5470  
FAX (603) 744-6302  
email: reg2@wildlife.nh.gov

#### REGION 3

225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: reg3@wildlife.nh.gov

#### REGION 4

15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: reg4@wildlife.nh.gov

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

December 14, 2012  
Page 2 of 2

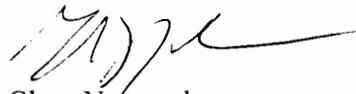
### EXPLANATION

The purpose of this event is to provide training and recognition for volunteer instructors in the Department's Let's Go Fishing Program. It gives the instructors an opportunity to gather with their peers from across the State and to receive training necessary to maintain their Instructor Certification. Each year these volunteers donate more than 4,500 hours of time, matched with over \$200,000 of federal money. Without their services, making these programs available to the public would be far more costly, if not impossible.

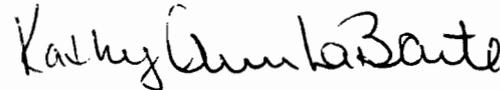
The amount of \$5,031.00 is based upon the potential of up to 80 instructors, staff, and dignitaries attending the catered event and cost of awards. The summary of event costs is broken down in the event summary page. Cost quotes from the vendors were submitted based on an estimate of 80 people attending.

The decision was made to go with the second lowest bid due to the unwillingness of the lowest vendor to adhere to the state contract provisions; vendor wanted upfront deposit.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

**Bid Page**

All vendors were asked to bid on the following:

Provide comparable appetizers and Hawaiian Luau themed buffet dinner, and include any additional fees for banquet room rental, linens, china, flatware, glassware, tables, chairs, and gratuity. Estimated number of people was 80.

Facility requirements: 1 main room with banquet style seating and sound system.

Four vendors responded with bids based on per person pricing with additional fees for rooms and audio rental.

Bids were requested from the following vendors:

The Wentworth by the Sea, A Marriott Hotel & Spa 588 Wentworth Road New Castle, NH 03854 1-(603)-422-7322	\$7,412.00 (\$92.65 per person)
--	---------------------------------

Lake Opechee Inn & Spa 62 Doris Ray Court Lakeport, NH 03246 1-(603)-524-0111	\$5,532.00 (\$69.15 per person)
--	---------------------------------

Hampshire Hospitality Holdings 312 Daniel Webster Highway Meredith, NH 03253 1-(800)-508-4598	\$4,781.00 (\$59.7625 per person)
--	-----------------------------------

Greenwoods at Canterbury Shaker Village 288 Shaker Road Canterbury, NH 03224 1-(603)-630-5333	\$3,672.20 (\$39.59 per person)
--	---------------------------------

Castle in the Clouds	No Response
----------------------	-------------

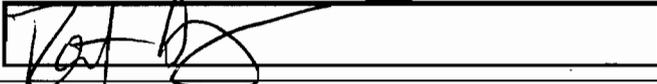
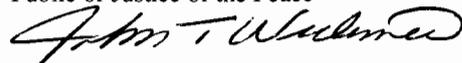


Subject: Let's Go Fishing Program Instructor Recognition Event FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Fish &amp; Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Hampshire Hospitality Holdings, Inc.</u>		1.4 Contractor Address <u>312 Daniel Webster Highway, Meredith, NH 03253</u>	
1.5 Contractor Phone Number <u>(603) 279-5200</u>	1.6 Account Number <u>020-075-2122-020</u>	1.7 Completion Date <u>04/13/2013</u>	1.8 Price Limitation <u>\$4,781.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>(603) 271-3511</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>ROBERT STRANG GROUP SALES MANAGER</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>BELKNAP</u> On <u>10/4/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JOHN T. WIDMER, Notary Public My Commission Expires <u>9/16/16</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>JOHN T WIDMER - NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Glenn Normandeau, Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>1-15-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials TS  
Date 10/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RS  
Date 10/4

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**EVENT COSTS SUMMARY**

Hampshire Hospitality Holdings, Inc., Dinner \$4,781.00

Instructor Awards \$250.00

Total Event Costs = \$5,031.00

Money is available in the following account:

Aquatic Resources Education Funds	<b><u>FY2013</u></b>
20-07500-21220000-020-500252, Current Expense	<b>\$5,031.00</b>

The Aquatic Resources Education Program funding is 100% federal funds.



**EXHIBIT A**

The Scope of Services is agreed to be as follows between Hampshire Hospitality Holdings, Inc., Party of the First Part, and the State of New Hampshire, Department of Fish and Game, Party of the Second Part. Party of the First Part agrees:

Hampshire Hospitality Holdings, Inc. will provide the following services for the New Hampshire, Fish and Game Department's Let's Go Fishing Volunteer Recognition banquet and Training Seminar for approximately 80 people on April 13, 2013.

Quantity	Food	Price	Amount
	Assorted Gourmet Flatbread Pizzas, 100 pieces		175.00
	Chicken Tempura, 100 pieces		175.00
	Vegetable Spring Rolls, 100 pieces		175.00
	80 Hawaiian Luau Buffet \$36.00 per person		2,880.00
	<b>Subtotal</b>		<b>3,405.00</b>
	<b>Service Charge 20 %:</b>		<b>681.00</b>
			<b>Total: \$4086.00</b>

Room Rental Price Amount	
Room: Banquet	695.00
Room Rental Tax %: 00.00	
	<b>Total: \$695.00</b>
	<b>Total: \$4,781.00</b>

**EXHIBIT B**

The total for this contract shall not exceed \$4,781.00.

Payment will be made to the contractor upon satisfactory completion of the work described in exhibit A within 30 days of approved invoice.

Invoice shall be sent to  
New Hampshire Fish & Game Department  
Business Division  
11 Hazen Drive  
Concord, NH 03301

**EXHIBIT C**

No Special Provisions.



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 HAMPSHIRE HOSPITALITY HOLDINGS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 7, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20<sup>th</sup> day of November, A.D. 2012

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

William M. Gardner  
Secretary of State



# Hampshire Hospitality Holdings

---

## CERTIFICATE OF AUTHORITY (Corporation Without Seal)

I, Edward J McLear , President of  
Hampshire Hospitality Holdings, Inc. , do hereby certify that:

(1) I am the duly elected and acting President of  
Hampshire Hospitality Holdings, Inc. , a New Hampshire corporation  
(the "Corporation"); (2) I maintain and have custody of and am familiar with the Seal and  
minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the  
following are true, accurate and complete copies of the resolutions adopted by the Board  
of Directors of the Corporation at a meeting of the said Board of Directors held on the \_\_\_  
10th day of January , 2012, which meeting was duly held in accordance  
with New Hampshire law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New  
Hampshire, acting by and through the various state agencies, providing for the  
Performance by the Corporation of certain Hospitality services, and that the  
**President (any Vice President) (and the Treasurer) (or any of them acting  
singly) or Innkeeper/General Manager or Director of Sales or Group Sales  
Manager** be and hereby (is) (are) authorized and directed for and on behalf of  
this Corporation to enter into the said contract with the State and to take any and  
all such actions and to execute, seal, acknowledge and deliver for and on behalf  
of this Corporation any and all documents, agreements and other instruments (and  
any amendments, revisions or modifications thereto) as (she) (he) (any of them)  
may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any  
instrument or document described in or contemplated by these resolutions shall be  
conclusive evidence of the authority of said officer to bind this Corporation  
thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner  
whatsoever, and remain in full force and effect as of the date hereof; and the following  
person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:



# Hampshire Hospitality Holdings

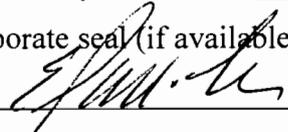
---

Edward J McLear President

Edward A Gardner Vice President

Roger E Gauld Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the President,  
of the Corporation and have affixed its corporate seal (if available) this:

  
\_\_\_\_\_  
Edward J McLear  
President

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

On this the 13<sup>th</sup> day of January, before me, John T Widmer, the undersigned officer, personally appeared, Edward J McLear, who acknowledged her/himself to be the President, of Hampshire Hospitality Holdings, Inc., a corporation, and that he/she, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

IN WITNESS WHEREOF: I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires:

**JOHN T. WIDMER, Notary Public**  
My Commission Expires 3/16/16





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

08/28/12

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).

PRODUCER Cross Insurance 17 Bay Street Wolfeboro, NH 03894 Randy Elfert	603-569-5696	CONTACT NAME:
	603-569-5798	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		PRODUCER CUSTOMER ID #: HAMPS-1
INSURED Hampshire Hospitality Holdings D/B/A The Inn At Mill Falls 312 Dw Highway Meredith, NH 03253		INSURER(S) AFFORDING COVERAGE
	INSURER A : Peerless Insurance Company	NAIC # 24198
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP 8162036	06/21/12	06/21/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> liquor \$1m/\$1m						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BA8167334	06/21/12	06/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR		CU 8165437	06/21/12	06/21/13	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
hotels and motels w/pool  
certificate holder is listed as add'l insured

## CERTIFICATE HOLDER

## CANCELLATION

NHCONTR

New Hampshire Fish and Game De  
11 HAZEN DRIVE  
CONCORD, NH 03301

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

