

April 19, 2019

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

#### **REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development, to enter into a **SOLE SOURCE** contract with the New England State Travel Directors Council, Inc. d/b/a Discover New England (VC #157177) Portsmouth, New Hampshire in the amount of \$650,000 for collaborative international marketing from July 1, 2019 through June 30, 2021. 100% General Funds.

Funding for FY 2020 and FY2021 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

		FY 2020	FY 2021
03-22-22-221010-20130000			
Division of Travel - Tourism			•
069-500567 Promotional Marketing Exp.		\$125,000	\$125,000
03-22-22-221010-20190000			
Travel – Tourism Dev. Fund			
069-500567 Promotional Marketing Exp.		\$200,000	\$200,000
	Totals:	\$325,000	\$325,000

#### **EXPLANATION**

Formed in 1992 by the six New England State Travel Directors, Discover New England (DNE) is the only regional marketing organization that equally represents and markets the six New England states in the international market. The Division of Travel and Tourism Development (DTTD) is requesting this contract as sole source because there are no other organizations that could perform DNE's scope of services. It is a unique partnership specifically developed by the six New England Tourism Directors in response to industry needs. The organization performs marketing services that DTTD does not have the resources to undertake as an individual state.

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

Each state contributes equal funds for international marketing programs that include in-market representation, trade shows and tour operator/media summits, sales missions, literature production and distribution, advertising, cooperative marketing, press and travel trade familiarization tours, public relations, and research. In addition to DNE's core programs in established markets, DNE offers each state the opportunity to grow demand through new market entry. Tactics include sales missions, trade shows, familiarization tours, travel agent trainings, advertising campaigns, and product development.

International visitor growth to the United States is outpacing that of domestic growth, presenting the State of New Hampshire with significant opportunity to increase overseas visitation and spending. In 2017, New England received 2.2 million international visitors who spent more than \$7.1 billion.

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

Respectfully submitted,

Amy Bassert, Acting Director

Division of Travel and Tourism Development

Taylor Cas Commissioner

Concurre

Department of Business and Economic Affairs

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

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.		,		
1.1 State Agency Name	,	1.2 State Agency Address		
State of New Hampshire Departi	ment of Business and Economic	1 Eagle Square, Suite 100, Concord, NH 03301		
Affairs			,	
1.3 Contractor Name		1.4 Contractor Address		
NE State Travel Directors Counc	cil d/b/a Discover New England	100 International Drive, Suite 352, Portsmouth NH 03801		
· ·				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number				
603-766-0606	10-022-20130000-069-500567	June 30, 2021	\$650,000	
	10-022-20190000-069-500567	<u> </u>	1	
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	Number	
Taylor Caswell, Commissioner		603-271-2665		
1.11 Contractor Signature	1	1.12 Name and Title of Contra	actor Signatory	
	•			
	· · · · · · · · · · · · · · · · · · ·		_	
Mall		DANDAIL Lice	AST DIVE BLARD	
1.13 Acknowledgement: State	of Connecticus County of A	ew London		
= 12 00 N		•		
On 5-13-2019 , before	e the undersigned officer, personal	y appeared the person identified	in block 1.12, or satisfactorily	
	ame is signed in block 1.11, and ac	knowledged that s/he executed th	is document in the capacity	
indicated in block 1.12.				
1.13.1 Signature of Notary Pub	lic or Justice of the Peace			
			4	
	2 0 00 7001			
[Seal] EX	0 9.30.2021		<del></del> _	
1.13.2 Name and Title of Notar	y or Justice of the Peace			
Keith Field	5 Senior M-	ember Solutions 1.15 Name and Title of State A	Ren	
1.14 State Agency Signature		1.15 Name and Title of State A	Agency Signatory	
100		Taylor Caswell,		
	Date.	. •	COMMISSIONEL	
1.16 Approval the N.H. Dep	artment of Administration, Divisi	on of Personnel (if applicable)		
By: Di		Director, On:		
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
By: M. S On: 6/1/201				
1.18 Approval by the Governor and Executive Council (if applicable)				
the control and accounts country (y applicable)				
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, 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 orientàtion, 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.

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

Date

#### Exhibit A

# SCOPE OF SERVICES NEW ENGLAND STATE TRAVEL DIRECTORS COUNCIL, INC. d/b/a DISCOVER NEW ENGLAND

Discover New England (DNE) is the region's official international marketing consortium; each New England state equally contributes to the promotional effort. DNE wishes to enter into a service contract with the State of New Hampshire, Division of Travel and Tourism Development (NHDTTD). Terms of the contract are for the period from July 1, 2019 through June 30, 2021.

#### INTERNATIONAL MARKETING AND OPERATIONS

International marketing and promotional efforts in Fiscal Year 2020 and 2021 in the United Kingdom, Ireland, Germany, Australia, and New Zealand, includes public relations, sales and training missions, trade shows and advertising campaigns.

Deliverables include, but may not be limited to:

- > In-market representation
- Public relations services
- > Press familiarization tours
- > New England publications, travel trade email marketing program, etc.
- > Trade shows as determined by the Board of Directors (tourism directors from each state)
- > Trade missions
- > Travel agent training sessions
- > Travel trade familiarization tours
- > Special promotions and events
- Cooperative advertising campaigns
- International research services

#### ADDITIONAL PROGRAMS

Beyond New Hampshire's share of the Discover New England budget, funds allocated permit NHDTTD, at its discretion and direction, provides New Hampshire additional exposure in targeted overseas markets. Enhanced programming includes cooperative advertising, in-country brochure distribution, consumer marketing campaigns, travel agent training, familiarization tours, and representation at key in-country marketplaces (IPW, ITB, Japanese Association of Travel Agents and World Travel Market). Funding also supports initiatives in emerging markets such as France, Italy, and China.

#### **Exhibit B**

#### **PAYMENT TERMS**

The State of New Hampshire's share of DNE's yearly budget is \$125,000.00. In addition, New Hampshire will also participate in additional opportunities in international tourism in the amount of \$200,000 during FY20 and \$200,000 during FY21.

Payment will be made after G&C approval and upon receipt of an approved invoice as follows:

**DNE Administration:** 

	FY20_		<u>FY21</u>
July 1, 2019,	<del>\$125,0</del> 00	July 1, 2020	\$125,000

NH-Specific Programming:

,	<u>FY20</u>		<u>FY21</u>
July 1, 2019 ~	\$200,000	July 1, 2020	\$200,000

#### **Exhibit C**

#### **SPECIAL PROVISIONS**

There are no special provisions in this contract.

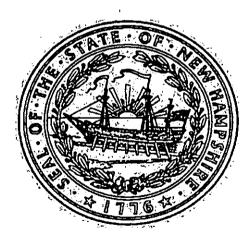
# State of New Hampshire Department of State

#### **CERTIFICATE**

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DISCOVER NEW ENGLAND is a New Hampshire Trade Name registered to transact business in New Hampshire on May 22, 1992. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 176099

Certificate Number: 0004512066



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May A.D. 2019.

William M. Gardner Secretary of State



May 13, 2019

#### Resolution Empowering Chairperson of Discover New England to sign Contracts

The Board of Directors of New England State Travel Directors Council, Inc. (d/b/a/Discover New England) agrees to empower Chairperson Randy Fiveash of the Connecticut Office of Tourism to enter into State contracts for services for FY 2020 & FY 2021 on behalf of Discover New England.

Signed Mark & Sweet Date 5-13-2018

Mark Brodeur

Vice Chair

**Discover New England** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2019 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER (207) 622-4787 (207) 622-0281 (A/C, No): Cross Insurance - Augusta (A/C. No. Ext): ljames@crossagency.com 116 Community Drive ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 31325 ME 04330 Acadia Ins Co. Augusta INSURER A 18058 Philadelphia Indemnity Ins Co INSURED INSURER B : **New England State Travel Directors Council** INSURER C **DBA Discover New England** INSURER D : 100 International Drive; Suite 352 INSURER E NH 03831 **Portsmouth** INSURER F CL1912976674 **REVISION NUMBER: COVERAGES CERTIFICATE 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. POLICY EFF POLICY EXP ADDLISUBR TYPE OF INSURANCE POLICY NUMBER INSD | WYD 2,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 50.000 CLAIMS-MADE X OCCUR PREMISES (Ea occurrence 5.000 MED EXP (Any one person) BOA0043666-30 07/01/2018 07/01/2019 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE GENLAGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG JECT POLICY 1 **Employment Practices** s 100,000 OTHER: GOMBINED SHIGHE LIMIT (Ea accident) s 2,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED OWNED BOA0043666-30 07/01/2018 07/01/2019 **BODILY INJURY (Per accident)** \$ AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE AUTOS ONLY UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 07/01/2019 07/01/2018 WCA0043665-30 500.000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS bel 500,000 E.L. DISEASE - POLICY LIMIT Directors & Officers Liability PHSD1404371 01/26/2019 01/26/2020 Limit 1.000,000 R Deductible 2,500 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Refer to policy for exclusionary endorsements and special provisions. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Division of Travel & Tourism Development; Dept of Business & Economic Affairs **AUTHORIZED REPRESENTATIVE** 1 Eagle Square, Suite 100

NH 03301

Concord