Lele Jan

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

April 7, 2021

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

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area (Department) to enter into a **Sole Source** contract amendment with Absolute Ski, Inc. d/b/a Sport Thoma, (*formerly Sunri, LLC d/b/a Sport Thoma*) of Lincoln, NH for All-Terrain Bicycle Rental and Return Shuttle Service during the summer operations at Cannon Mountain and Franconia Notch State Park (Cannon/FNSP) by extending the completion date to April 30, 2022 from the completion date of April 30, 2021. No state funds are involved in this time extension. The original contract was approved by Governor and Executive Council (G&C) on May 14, 2015, Item #88, amended with G&C approval on April 19, 2017, Item #39, and amended with G&C approval on May 15, 2019, Item #60.

2. Further authorize the Department to accept monthly commission payments of 20% to be made by Sport Thoma in accordance with the terms of the original contract. Payments to be deposited into accounting unit #03-035-035-351510-37030000 "Cannon Mountain."

EXPLANATION

The COVID-19 global pandemic reduced Sport Thoma's ability to operate during the 2020 season which would have been the final year of their contract term. Due to this, the Department is seeking a sole source amendment for a 1-year extension to provide Sport Thoma with an opportunity to make up for the lost season.

Sport Thoma is a business trade name formerly owned by Suri, LLC. Over the course of last summer, the trade name and business was acquired by Absolute Ski, Inc.

On May 14, 2015, the G&C approved a 2-year contract with Sport Thoma to provide All-Terrain Bicycle Rental and Return Shuttle Service for Cannon/FNSP. On April 19, 2017, an option to extend the contract by exercising a renewal option was approved by G&C (Item #39). In March 2019, prior to seeking another extension, staff at Cannon Mountain approached five other pertinent bike shops within a 30-mile radius to gauge interest in a Request for Proposal process. Four of those vendors declined and the fifth no longer offers bike rentals. As a result, a second extension was requested and approved by G&C on May 15, 2019 (Item #60).

Sport Thoma has offered exemplary service to Cannon's guests since 2011, doing so at a very low margin to maintain a solid local partnership. Sport Thoma's existing rental cost structure will remain the same during this 1-year extension period. They will continue to offer an all-terrain bicycle rental service with the option of a return shuttle service with a clearly defined pickup schedule as well as the ability to offer other pre-arranged pickups. Sport Thoma will also offer both its renters and the general public small-scale concession items on a non-conflicting/non-competitive basis with Cannon's Tramway Gift Shop, and on-site bicycle repairs on an as-needed basis. Additionally, Sport Thoma will offer rentals and service

only to those with advance reservations consistent with current Cannon/FNSP COVID mitigation protocols.

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

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

Amendment of P-37 Contract

The Department of Natural and Cultural Resources and Absolute Ski Corporation d/b/a Sport Thoma formerly known as Sunri, LLC d/b/a Sport Thoma hereby mutually agree to amend the contract for the All-Terrain Bicycle Rental and Return Shuttle Service at Cannon Mountain and Franconia Notch State Park, originally approved by the Governor and Executive Council on May 14, 2015, Item #88, amended April 19, 2017, Item #39, amended May 15, 2019, Item #60, with a completion date of April 30, 2021, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to April 30, 2022 from the completion date of April 30, 2021;

2. Amend Exhibit B, Contract Term, by extending the completion date to April 30, 2022 from the completion date of April 30, 2021;

3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and

4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

For Absolute Ski Corporation d/b/a Sport Thoma:

Lucas Hiebert, Member

4/1/21
Date

For the Department of Natural and Cultural Resources:

Sarah L. Stewart, Commissioner

4/9/21
Date

Approved as to form, substance, and execution:

Michael Haley, Attorney

4/9/2021
Date

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 ABSOLUTE SKI is a Maine Profit Corporation registered to do business in New Hampshire as ABSOLUTE SKI INC on April 26, 2019. 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: **818190**

Certificate Number: **0005279073**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of March A.D. 2021.

William M. Gardner

Secretary of State

Business Information

Business Details

Business Name:	ABSOLUTE SKI INC	Business ID:	818190
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	04/26/2019	Name in State of Incorporation:	ABSOLUTE SKI
Date of Formation in Jurisdiction:	03/22/2019		
Principal Office Address:	371 ROUTE 3, Lincoln, NH, 03251, USA	Mailing Address:	PO BOX 37, Lincoln, NH, 03251, USA
Citizenship / State of Incorporation:	Foreign/Maine		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Perpetual		
Business Email:	Cary@sportthoma.com	Phone #:	603-745-8181
Notification Email:	Cary@sportthoma.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / speciality outdoor retail	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
LUCAS HIEBERT / President	371 ROUTE 3, Lincoln, NH, 03251, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	PETER KAILEY
Registered Office Address:	371 ROUTE 3, Lincoln, NH, 03251, USA
Registered Mailing Address:	PO BOX 37, Lincoln, NH, 03251, USA

Trade Name Information

Business Name	Business ID	Business Status
SPORT THOMA (/online/BusinessInquire/TradeNameInformation?businessID=646271)	818234	Active
THE RACE ROOM (/online/BusinessInquire/TradeNameInformation?businessID=673155)	843129	Active
TEAM THOMA (/online/BusinessInquire/TradeNameInformation?businessID=686985)	851976	Active

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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Business Information

Business Details

Business Name:	SPORT THOMA	Business ID:	818234
Business Type:	Trade Name	Business Status:	Active
Expiration Date:	4/26/2024	Last Renewal Date:	Not Available
Business Creation Date:	04/26/2019	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	04/26/2019		
Principal Office Address:	371 ROUTE 3, Lincoln, NH, 03251, USA	Mailing Address:	PO BOX 37, Lincoln, NH, 03251, USA
Business Email:	cary@sportthoma.com	Phone #:	603-745-8151
Notification Email:	cary@sportthoma.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SPECIALITY OUTDOOR RETAIL	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status

Trade Name Owned By

Name	Title	Address
ABSOLUTE SKIING (/online/BusinessInquire/TradeNameInformation?businessID=646227)	Business	Good Standing

Sport Thoma

April 1, 2021

To whom it may concern:

This is to certify that Lucas Hiebert is an authorized signatory for Absolute Ski, dba Sport Thoma in all matters.

Cary Hobson Duprey, Operations Manager

PO Box 37 / 371 Route 3 Lincoln, New Hampshire 03251 603-745-8151

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2021

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 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).

PRODUCER
Horizon Agency, Inc.
6500 City West Parkway, Suite 100
Eden Prairie MN 55344

CONTACT NAME: Linda Bregel
PHONE (A/C, No, Ext): 952-914-7133 FAX (A/C, No): 952-914-3311
E-MAIL ADDRESS: linda@horizonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Hartford Accident and Indemnit	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ABSOSKI-01
Absolute Ski
Po Box 37
Lincoln NH 03251

COVERAGES CERTIFICATE NUMBER: 1923748400 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	X COMMERCIAL GENERAL LIABILITY			6025232452	5/27/2020	5/27/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6025232452	5/27/2020	5/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR			6025232466	5/27/2020	5/27/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WECAD3A7Z	5/27/2020	5/27/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured(when required by written contract)(applies to general liability coverage only): State of New Hampshire/Cannon Mountain Aerial Tramway and Ski Area.
Solely as to the respect of negligence with regards to bike rentals offered by the named insured at Cannon Mountain.

CERTIFICATE HOLDER

Cannon Mountain Ski Area
9 Franconia Notch State Park
Franconia NH 03580

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
Daniel Scartuccella

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Item # 60 5/15/19

APR30'19 PM 3:06 DAS

60 GOR

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

April 22, 2019

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

REQUESTED ACTION

1) Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area (Department) to enter into a **RETROACTIVE** contract amendment with Sunri, LLC, d/b/a Sport Thoma, Lincoln, NH for All-Terrain Bicycle Rental and Return Shuttle Service during the summer operations at Cannon Mountain and Franconia Notch State Park by extending the completion date to April 30, 2021 from the amended completion date of April 30, 2019. No state funds are involved in this time extension. The original contract was approved by Governor and Executive Council (G&C) on May 14, 2015, Item #88, and an amendment approved by G&C on April 19, 2017, Item #39.

2) Further authorize the Department to accept a monthly commission payment of 20% to be made by Sport Thoma in accordance with the terms of the original contract. Payments to be deposited into accounting unit #03-35-35-351510-37030000 "Cannon Mountain."

EXPLANATION

On May 14, 2015, the Governor and Executive Council (G&C) approved a 2-year contract with Sport Thoma to provide All-Terrain Bicycle Rental and Return Shuttle Service for Cannon Mountain and Franconia Notch State Park. On April 19, 2017, an extension for another 2-year period was approved by G&C. In March 2019, prior to seeking another extension, staff at Cannon Mountain approached five (5) other pertinent bike shops within a 30-mile radius to gauge interest in a Request for Proposal process. Four (4) of those vendors declined (denied interest), and the fifth no longer offers bike rentals. Sport Thoma has offered exemplary service to Cannon's guests since 2011 and, despite doing so at very low margins, is interested in a contract extension. Consequently, the Department is now requesting retroactive approval of this contract amendment.

Sport Thoma's existing cost structure for rentals will remain the same during this period. They will continue to offer an all-terrain bicycle rental service with the option of a return shuttle service. The shuttle service will have a clearly defined pickup schedule as well as offering other pre-arranged pickups. Sport Thoma will also offer both its renters and the general public small-scale concession items on a non-conflicting/non-competitive basis with Cannon's Old Man Country store, and on-site bicycle repairs on an as-needed basis.

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

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

AMENDMENT OF CONTRACT AGREEMENT

The Department of Natural and Cultural Resources and Sunri, LLC, d/b/a Sport Thoma hereby mutually agree to amend their contract to extend the contract for the All-Terrain Bicycle Rental and Return Shuttle Service at Cannon Mountain, Franconia, NH, originally approved by the Governor and Executive Council on May 14, 2015, Item #88 amended on April 19 Item #39.

1. Amend Exhibit B, Contract Term, by extending the completion date to April 30, 2021 from the April 30, 2019;

2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and

3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

For the Contractor:

Peter Kaily Member Sunri LLC

Sunri LLC d/b/a Sport Thoma

Date 4/16/19

STATE OF New Hampshire

COUNTY OF Grafton

On this the 16 day of April 2019, before me Tambra A. Gearhart, the undersigned officer, personally appeared Peter Kaily, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Tambra A. Gearhart

Notary Public

My Commission Expires: April 19, 2022

TAMBRA A. GEARHART, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022

For the Department of Natural and Cultural Resources:

Philip A. Bryce, Director
Division of Parks and Recreation

Date 4-26-19

Sarah L. Stewart, Commissioner

Date 4-29-19

MEMORANDUM

To: Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

From: Jill A. Perlow, Sr. Asst. Attorney General
DOJ – Civil Bureau

Subject: ***All-Terrain Bicycle Rental and Return Shuttle Service***

I have reviewed the attached All-Terrain Bicycle Rental and Return Shuttle Service contract extension between the Department of Natural and Cultural Resources, Division of Parks and Recreation and Sunri, LLC d/b/a Sport Thoma.

Consequently, I approve the attached amendment as to form, substance, and execution.

Jill Perlow

Jill A. Perlow
Sr. Assistant Attorney General

4/29/19

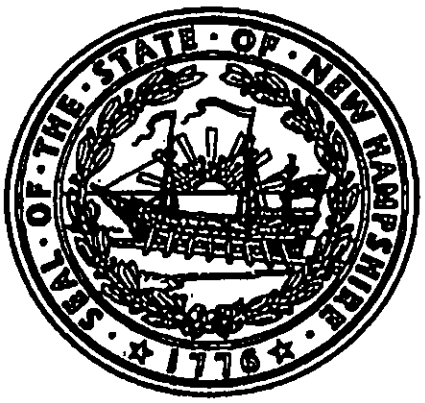
Date

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 SUNRI LIMITED LIABILITY COMPANY is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 04, 2006. 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: 557196
Certificate Number: 0004496587



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 April A.D. 2019.

William M. Gardner
Secretary of State

Sport Thoma

April 15, 2019

To whom it may concern:

This is to certify that Peter Kailey is an authorized signatory for Sunri, LLC in all matters.

CHobson Duprey

Cary Hobson Duprey, Operations Manager

PO Box 37 / 371 Route 3 Lincoln, New Hampshire 03251 603-745-8151

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2019

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 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).

PRODUCER
Horizon Agency, Inc.
6500 City West Pkwy #100
Eden Prairie, Minnesota 55344
Phone: (952)944-2929
Fax: (952)944-3091

CONTACT NAME: Megan Hagman
PHONE (A/C, No, Ext): (952)914-7144
FAX (A/C, No): (952)956-3359
E-MAIL ADDRESS: megan@horizonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied Property And Casualty Insurance Company	42579
INSURER B: Allied Insurance Company of America	10127
INSURER C: Twin City Fire Insurance Company	29459
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sunri, LLC
dba: Sport Thoma
PO Box 37
Lincoln, NH 03251

COVERAGES — CERTIFICATE NUMBER: 1128 — 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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ✓ LOC OTHER:			ACPBPRL3008821562	6/15/2018	6/15/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			ACPBAL3008821562	6/15/2018	6/15/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ✓ RETENTION $ 10,000			ACPCAP3008821562	6/15/2018	6/15/2019	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) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41WECBM1580	6/15/2018	6/15/2019	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Additional Insured (applies to general liability only): State of New Hampshire/Cannon Mountain Aerial Tramway and Ski Area
Solely as respects the negligence of the named insured with regard to bike rentals at Cannon Mountain.

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

Cannon Mountain Ski Area

9 Franconia Notch State Park
Franconia, NH 03580

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

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HR39

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

March 22, 2017

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

REQUESTED ACTION

1) Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area (Department) to amend a 2-year contract with Sunri, LLC, d/b/a Sport Thoma, Lincoln, NH for All-Terrain Bicycle Rental and Return Shuttle Service during the summer operations at Cannon Mountain and Franconia Notch State Park by extending the completion date to April 30, 2019 from the original completion date of April 30, 2017. No state funds are involved in this time extension. The original contract was approved by Governor and Executive Council on May 14, 2105, item #88.

2) Further authorize the Department to accept a monthly commission payment of 20% to be made by Sport Thoma in accordance with the terms of the original contract. Payments to be deposited into accounting unit #03-35-35-351510-37030000 "Cannon Mountain."

EXPLANATION

In May 2015, the Governor and Executive Council approved a 2-year contract with Sport Thoma to provide All-Terrain Bicycle Rental and Return Shuttle Service for Cannon Mountain and Franconia Notch State Park. Due to the quality of service that Sport Thoma has provided as well as their knowledge of the Franconia Notch Recreational Path, the Department is seeking to amend Sport Thoma's contract for 2 additional summer operating seasons. Sport Thomas's existing cost structure for rentals will remain the same during this period.

Sport Thoma will continue to offer an all-terrain bicycle rental service with the option of a return shuttle service during the next two summer operating seasons. The shuttle service will have a clearly defined pickup schedule as well as offering other pre-arranged pickups. Sport Thoma will also offer both its renters and the general public small-scale concession items on a non-conflicting/non-competitive basis with Cannon's Old Man Country store, and on-site bicycle repairs on an as-needed basis.

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

Respectfully submitted,

Jeffrey J. Rose
Commissioner

Amendment of P-37 Contract

The Department of Resources and Economic Development and Sunri, LLC d/b/a Sport Thoma hereby mutually agree to amend the contract for All-Terrain Bicycle Rental and Return Shuttle Service during summer operations at Cannon Mountain and Franconia Notch State Park, originally approved by the Governor and Executive Council on May 14, 2015, Item #88, with a completion date of April 30, 2017, as follows:

1. Amend Form Number P-37, item 1.7, Completion date, by extending the completion date to April 30, 2019 from the original completion date of April 30, 2017;

2. Delete in its entirety Exhibit B, Payment Terms, and substitute with the following:

   Sunri, LLC, dba Sport Thoma (henceforth referred to as Sport Thoma) shall track and report its gross monthly revenues (May - October, 2017 and May – October, 2018) for all activities conducted pursuant to this agreement and shall pay a commission to Cannon Mountain Aerial Tramway and Ski Area (Cannon) of 20% of the gross monthly revenues during each following month (June – November, 2017 and June – November, 2018). By way of example, and not limitation, the commission payment due in June 2017 shall be based on May 2017 gross revenues.

   Payment shall be remitted to Cannon Mountain Aerial Tramway and Ski Area (Attn: Accounts Payable) at 260 Tramway Drive in Franconia, NH 03580 by no later than the 15th of each month (June – November). A later payment penalty of 5% shall be assessed by Cannon if payment is not received on or before the 15th of a particular month in question (following the month in which the revenues were earned). Said 5% penalty shall be compounded monthly for 30, 60, 90, 120-day late payment on a particular month's payment.

3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and

4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

(SIGNATURES ON FOLLOWING PAGE)

Sunri, LLC d/b/a Sport Thoma

Peter Kailey, Member

Date 2/27/17

STATE OF NH
COUNTY OF GRAFTON

On this the 27th day of February, before me Christopher Brophy the undersigned officer, personally appeared PETER KAILEY, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Notary Public

My Commission Expires:

Christopher Brophy
Notary Public, State of New Hampshire
My Commission Expires Jan. 13, 2021

Department of Resources and ~~Economic Development~~

Jeffrey J. Rose, Commissioner

Date 3/30/17

Approved as to form, substance and execution:

Assistant Attorney General

April 3, 2017
Date

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 Sport Thoma is a New Hampshire trade name registered on February 27, 2009 and that Sunri Limited Liability Company presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 27th day of April, A.D. 2015

William M. Gardner
Secretary of State

Search Business Names

Search Result Back

Business Name	Business ID	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
SPORT THOMA	52062	Trade Name	ROUTE 3, LINCOLN, NH, 03251, USA	N/A	N/A	Inactive
Sport Thoma	609394	Trade Name	371 Rte 3, Lincoln, NH, 03251, USA	N/A	N/A	Active

Page 1 of 1, records 1 to 2 of 2

Back

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (mailto:corporate%40sos.nh.gov)

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Sport Thoma

February 27, 2017

To whom it may concern:

This is to verify that Peter Kailey is an authorized signatory for Sunri LLC. In all business matters.

Cary Duprey

Bookkeeper

PO Box 37 / 371 Route 3 Lincoln, New Hampshire 03251 603-745-8151

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2017

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 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).

PRODUCER
Horizon Agency, Inc.
6500 City West Pkwy #100
Eden Prairie, Minnesota 55344
Phone: (952)944-2929
Fax: (952)944-3091

CONTACT NAME: Linda Hregel, CISR
PHONE (A/C, No, Ext): (952)914-7133 FAX (A/C, No): (952)956-3311
E-MAIL ADDRESS: linda@horizonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Company Of Hartford	20478
INSURER B: Continental Casualty Company	20443
INSURER C: Hartford Accident And Indemnity Company	22357
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sunri, LLC
dba: Sport Thoma
PO Box 37
Lincoln, NH 03251

COVERAGES CERTIFICATE NUMBER: 1128 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 (Y/N)	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			4017519041	6/15/2016	6/15/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB / ✓ OCCUR			40175193B0	6/15/2016	6/15/2017	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED ✓ RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WECDM1580	6/15/2016	6/15/2017	✓ PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	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

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

Additional Insured (applies to general liability only): State of New Hampshire/Cannon Mountain Aerial Tramway and Ski Area
Solely as respects the negligence of the named insured with regard to bike rentals at Cannon Mountain.

CERTIFICATE HOLDER
Holder's Nature of Interest: Certificate Holder

Cannon Mountain Ski Area

9 Franconia Notch State Park
Franconia, NH 03580

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

April 27, 2015

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

REQUESTED ACTION

1) Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area to enter into a two-year seasonal contract with Sunri, LLC, d/b/a Sport Thoma, Lincoln, NH for All-Terrain Bicycle Rental and Return Shuttle Service during the summer operations at Cannon Mountain Aerial Tramway through April 30, 2017. No state funds are involved in this contract.

2) Further authorize the Department to accept a monthly commission payment of 20% to be made by Sport Thoma in accordance with the terms of the contract.

EXPLANATION

The management team at Cannon Mountain Aerial Tramway and Ski Area entered into a competitive bid process for an All-Terrain Bicycle Rental and Return Shuttle Service in February 2015. Seven (7) Northern New Hampshire based vendors were contacted. Two (2) vendors expressed interest but only one (1) vendor, Sport Thoma, submitted a proposal. A four (4) person committee reviewed the proposal, and determined Sport Thoma would be a great fit for Cannon Mountain with their experience, quality of service, and knowledge of the Franconia Notch Recreational Path. A copy of the scoring is attached for your information.

Sport Thoma will offer an all-terrain bicycle rental service with the option of a return shuttle service during the next two (2) summer operating seasons. The shuttle service will have a clearly defined pickup schedule as well as offering other pre-arranged pickups. Sport Thoma will also offer both its renters and the general public small-scale concession items on a non-conflicting/non-competitive basis with Cannon's Old Man Country store, and on-site bicycle repairs on an as-needed basis.

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

Respectfully submitted,

Jeffrey J. Rose
Commissioner

ALL-TERRAIN BIKE RENTAL AND RETURN SHUTTLE SERVICE // CANNON-FNSP

Scoring panel:

John DeVivo, GM
George Lemerise, Mtn Ops & Risk Mgr
Greg Keeler, Dir Sales & Mktg
Sherry Hartford, Mktg & Events Mgr

QUALIFICATION STATEMENTS // Highest Score is 50

Quality of Svc 0-15 // Reliability of Svc 0-15 // Coord. Of Svc 0-20

VENDOR	DeVivo	Lemerise	Keeler	Hartford
SportThoma	14	13	14	13
	14	13	13	14
	16	15	16	17
SportThoma Total	44	41	43	44

COMPETITIVE BID FOR SERVICES / OFFER // Highest Score is 50

VENDOR	DeVivo	Lemerise	Keeler	Hartford
SportThoma	50	50	50	50
SportThoma Total	50	50	50	50
SportThoma Overall	**94**	**91**	**93**	**94**

RFP / Bid packets sent to:

Franconia Sport Shop / Franconia
Littleton Bike & Fitness / Littleton
SportThoma / Lincoln
Rodgers Ski & Sport / Lincoln
Art's Outdoor Outfitters / Lincoln
Ski Fanatics / Plymouth
Plymouth Ski & Sports / Plymouth

Serious inquiries / questions from:

Littleton Ski & Bike / Littleton
SportThoma / Lincoln

Pre-bid meeting attended by:

Littleton Bike & Fitness / Littleton

Bid package submittal:

SportThoma / Lincoln

Scoring Panel signatures:

John M. DeVivo 3/27/2015

George Lemerise 3/27/2015

Greg Keeler 3/27/2015

Sherry Hartford 3/27/2015

Print Form

Subject: All Terrain Bicycle Rental and Return Shuttle Service at Cannon Mtn

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 Department of Resource & Economic Development	1.2 State Agency Address P.O. Box 1856, Concord, NH 03302-1856
1.3 Contractor Name Sunri, LLC d/b/a Sport Thoma	1.4 Contractor Address 371 Route 3 – Lincoln, NH 03251
1.5 Contractor Phone Number 603-745-8151 / 1.6 Account Number N/A	1.7 Completion Date April 30, 2017 / 1.8 Price Limitation 20% Commission
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner	1.10 State Agency Telephone Number 603-271-2411
1.11 Contractor Signature [signature]	1.12 Name and Title of Contractor Signatory PETER KAILEY MEMBER

1.13 Acknowledgement: State of NH, County of Grafton

On 4/16/15, 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

[signature]

1.13.2 Name and Title of Notary or Justice of the Peace

Hinal Hodge

1.14 State Agency Signature [signature]	1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: n/a Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: [signature] On: 5/12/15

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 PK
Date 9/16/15

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 _____
Date 4/16/12

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.

Contractor Initials DK
Date 9/16/15

Cannon / Sunri LLC Contract: 2015 -2016 Summer Seasons

Exhibit A – Rental Bike & Return Shuttle Contract

Scope of Services:

Sunri, LLC, dba Sport Thoma (henceforth referred to as Sport Thoma) shall operate a concessioned all-terrain bicycle rental service based at the Cannon Mountain Aerial Tramway (henceforth referred to as Cannon) during the summer Tramway operating seasons in 2015 and 2016. Operating hours of the bicycle rental service shall be the same as the operating hours of the Tramway. Included with each bicycle rental shall be an ANDI/Snell certified bicycle helmet.

Sport Thoma shall also offer its renters the option of paid return shuttle service from the Flume Gorge, with said shuttle service based on a clearly defined schedule (Noon / 2PM / 4PM) in addition to any pre-arranged pickups.

Sport Thoma shall offer its rental and return shuttle opportunities: during Tramway operating hours, on weekends and holidays between Memorial Day weekend and July 4th weekend and from Labor Day weekend through Columbus Day Weekend, and daily between July 4th Weekend and Labor Day weekend.

Rates are set as follows:

Half-day rental @ $25 (incl. helmet) / Full-day rental @$40 (incl. helmet)
Return Shuttle option @ $10/person for Sport Thoma renters and $20/person for the general public.

Sport Thoma shall offer both its renters and the general public small-scale purchase items on a non-conflicting/non-competitive basis with Cannon's Old Man Country Store, and in a manner non-conflicting with the Cannon/FNSP relationship with their food and beverage contractor. Sport Thoma may also offer limited on-site bicycle repair services on an as-needed basis.

Sport Thoma shall operate this rental enterprise based at the side information desk at Cannon Mountain Aerial Tramway, and shall be afforded internal presentation / sales space and external bicycle fleet presentation space. Storage and security for the bicycle fleet shall be available at the Cannon Mountain Aerial Tramway base facility during each operating season. The base facility shall be locked during non-operating hours, but Cannon assumes no responsibility for the safety and security of Sport Thoma's equipment at the facility. Availability of utilities for Sport Thoma's use shall be restricted to two (2) 110-volt receptacles inside and two (2) 110-volt receptacles outside the facility.

Sport Thoma shall track and report its gross monthly revenues (May – October, 2015 and May – October, 2016) and pay a commission to Cannon of 20% during each following month (See Exhibit B).

Cannon / Sunri LLC Contract: 2015 -2016 Summer Seasons

Exhibit B – Rental Bike & Return Shuttle Contract

Payment Terms:

Sunri, LLC, dba Sport Thoma (henceforth referred to as Sport Thoma) shall track and report its gross monthly revenues (May – October, 2015 and May – October, 2016) for all activities conducted pursuant to this agreement and shall pay a commission to Cannon Mountain Aerial Tramway and Ski Area (Cannon) of 20% of the gross monthly revenues during each following month (June – November, 2015 and June – November, 2016). By way of example, and not limitation, the commission payment due in June 2015 shall be based on May 2015 gross revenues.

Payment shall be remitted to Cannon Mountain Aerial Tramway & Ski Area (Attn: Accounts Payable, 260 Tramway Drive, Franconia, NH 03580) by no later than the 15th of each month (June – November). A late payment penalty of 5% shall be assessed by Cannon if payment is not received on or before the 15th of a particular month in question (following the month in which the revenues were earned). Said 5% penalty shall be compounded monthly for 30, 60, 90, 120-day late payment on a particular month's payment.

Cannon / Sunri LLC Contract: 2015 -2016 Summer Seasons

Exhibit C – Rental Bike & Return Shuttle Contract

<u>Changes / Additions to Standard P-37 Contract:</u>

Item 4 - *Conditional Nature of Agreement*

The vendor, Sunri, LLC dba Sport Thoma (henceforth referred to as Sport Thoma) shall make monthly payment to the State; the State shall make no payment to Sport Thoma.

Item 5 - *Contract Price / Price Limitation / Payment*

Sport Thoma shall make monthly payment to the State; the State shall make no payment to Sport Thoma.

Audit - The State (Cannon / NH Division of Parks & Recreation) maintains the right to audit all of Sport Thoma's financials relative to this contract, and Sport Thoma agrees to fully cooperate with such an audit. This provision shall survive the termination of this contract.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Sport Thoma is a New Hampshire trade name registered on February 27, 2009 and that Sunri Limited Liability Company presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 27th day of April, A.D. 2015

William M. Gardner
Secretary of State

Sport Noma

April 15, 2015

To whom it may concern:

This is to certify that Peter Kailey is an authorized signatory for Sunri LLC in all matters.

Richard Husk

Manager

NAN L. WALDO
STATE OF
MY
COMMISSION
EXPIRES
AUGUST 11, 2015
NEW HAMPSHIRE
NOTARY PUBLIC

PO Box 37 / 371 Route 3 Lincoln, New Hampshire 03251 603-745-8151

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2015

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).

PRODUCER
Horizon Agency, Inc.
6500 City West Pkwy #100
Eden Prairie, Minnesota 55344
Phone: (952)944-2929
Fax: (952)944-3091

CONTACT NAME: Linda Bregel, CISR
PHONE (AC, No, Ext): (952)914-7133 FAX (AC, No): (952)944-3091
E-MAIL ADDRESS: linda@horizonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Company Of Hartford	20478
INSURER B: Continental Casualty Company	20443
INSURER C: Hartford Accident And Indemnity Company	22357
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sunri, LLC
dba: Sport Thorne
PO Box 37
Lincoln, NH 03251

COVERAGES CERTIFICATE NUMBER: 1128 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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ✓ LOC OTHER:			4017519041	6/15/2014	6/15/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			4017519380	6/15/2014	6/15/2015	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) Y / N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			41WECBM1580	6/15/2014	6/15/2015	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Additional Insured (applies to general liability only): State of New Hampshire/Cannon Mountain Aerial Tramway and Ski Area
Solely as respects the negligence of the named insured with regard to bike rentals at Cannon Mountain.

CERTIFICATE HOLDER

Holder's Nature of Interest: Certificate Holder

Cannon Mountain Ski Area

9 Franconia Notch State Park
Franconia, NH 03580

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

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