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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

November 5, 2021

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation to enter into a ten (10) year Management and Occupancy Agreement (Agreement), with the White Mountain Recreation Association, Inc. d/b/a White Mountain Attractions Association (WMAA) for the management, operations and occupancy of the visitors center located at 200 Kancamagus Hwy, North Woodstock, NH, accepting \$72,000 in total rental payments over 10 years, a minimum of \$200,000 worth of renovation, repair, upgrade and improvements to the buildings and grounds and \$17,858 annually of in-kind WMAA membership and state park listings, effective from December 1, 2021 through November 30, 2031, with a renewal option for an additional ten-year period to include rental payments totaling \$120,000 and an additional \$200,000 worth of renovation, repair, update and improvements upon approval of the Governor and Council.  
 100% Other Funds

Revenue will be posted to 37020000-402197 State Park Account, as follows:

Fiscal Year	Rent - Monthly Rate	# Months	Annual Rent Amount
FY 22 (Dec 2021- Jun 2022)	\$500	7	\$3,500
FY 23 (Jul 2022- Jun 2023)	\$500	12	\$6,000
FY 24 (Jul 2023- Jun 2024)	\$500	12	\$6,000
FY 25 (Jul 2024- Jun 2025)	\$500	12	\$6,000
FY 26 (Jul 2025- Jun 2026)	\$500	12	\$6,000
FY 27 (Jul 2026- Nov 2026)	\$500	5	\$2,500
FY 27 (Dec 2026- Jun 2027)	\$700	7	\$4,900
FY 28 (Jul 2027- Jun 2028)	\$700	12	\$8,400
FY 29 (Jul 2028- Jun 2029)	\$700	12	\$8,400
FY 30 (Jul 2029- Jun 2030)	\$700	12	\$8,400
FY 31 (Jul 2030- Jun 2031)	\$700	12	\$8,400
FY 32 (Jul 2031- Nov 2031)	\$700	5	\$3,500
<b>Total 10 Year Payments</b>			<b>\$72,000</b>

Projected rental payment under the Renewal Option, if G&C approved:

<b>Fiscal Year</b>	<b>Rent - Monthly Rate</b>	<b># Months</b>	<b>Annual Rent Amount</b>
FY 32 (Dec 2031- Jun 2032)	\$900	7	\$6,300
FY 33 (Jul 2032- Jun 2033)	\$900	12	\$10,800
FY 34 (Jul 2033- Jun 2034)	\$900	12	\$10,800
FY 35 (Jul 2034- Jun 2035)	\$900	12	\$10,800
FY 36 (Jul 2035- Jun 2036)	\$900	12	\$10,800
FY 37 (Jul 2036- Nov 2036)	\$900	5	\$4,500
FY 37 (Dec 2036- Jun 2037)	\$1,100	7	\$7,700
FY 38 (Jul 2037- Jun 2038)	\$1,100	12	\$13,200
FY 39 (Jul 2038- Jun 2039)	\$1,100	12	\$13,200
FY 40 (Jul 2039- Jun 2040)	\$1,100	12	\$13,200
FY 41 (Jul 2040- Jun 2041)	\$1,100	12	\$13,200
FY 42 (Jul 2041- Nov 2041)	\$1,100	5	\$5,500
<b>Total 10 Year Payments</b>			<b>\$120,000</b>

**EXPLANATION**

The WMAA has provided the citizens and visitors of the State of New Hampshire with public and tourism business services since its inception in 1958. The WMAA commenced operations from the DNCR North Woodstock building in 1977, establishing a regional information and visitor center to promote tourism, provide visitor services, and support economic vitality in the White Mountains region. This agreement supports one of the statutory purposes of the state park system under RSA 216-A: 1: *"To encourage and support tourism and related economic activity within the state."*

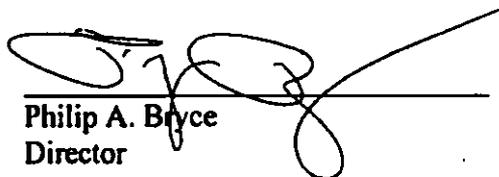
This Agreement is based upon an agreement approved by Governor and Council on November 19, 2008, Item #81; and renewed on May 11, 2011, Item #25-C; and extended on November 14, 2018, Item #52, until November 30, 2021. The first agreement with the WMAA was approved by Governor and Council on March 31, 1976.

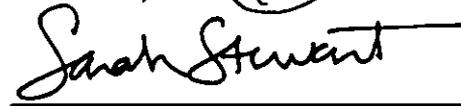
This Agreement enables the WMAA to continue its occupancy of DNCR's North Woodstock building, and its management and operations at the site. In addition to serving as a regional visitor center at no cost to the State, the WMAA will pay DNCR rent and provide DNCR with in-kind membership and promotional services. DNCR will also have the option of occupying space in the building to promote state parks and trails located in the North Country.

As in the past, the WMAA will be responsible for the maintenance of the buildings and grounds; and provide \$200,000 in building and site renovations, repairs, upgrades and/or improvements during the first 10-year term of the Agreement and another \$200,000 during the second 10-year term provided the agreement is renewed.

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

Respectfully submitted,

  
 Philip A. Bryce  
 Director

Concurred,   
  
 Sarah L. Stewart  
 Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION

**MANAGEMENT & OCCUPANCY AGREEMENT**

This Management & Occupancy Agreement ("Agreement") is between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES ("DNCR"), through its Commissioner, and WHITE MOUNTAIN RECREATION ASSOCIATION, INC. d/b/a WHITE MOUNTAIN ATTRACTIONS ASSOCIATION ("WMAA") having its principal place of business at 200 Kancamagus Highway, North Woodstock, New Hampshire 03262.

WHEREAS, the WMAA has provided the citizens and visitors of the State of New Hampshire with public and tourism business services since its inception in 1958, and commenced operations from the State's North Woodstock building in 1977, establishing a Regional Information and Visitor Center to promote tourism, provide visitor services, and support economic vitality in the White Mountains region;

WHEREAS, the DNCR grants the WMAA, and the WMAA agrees to accept, subject to the terms and conditions hereinafter set forth, license to use the building and adjacent areas, including walkways and parking areas, located at 200 Kancamagus Highway North, North Woodstock, New Hampshire ("Premises"), which are owned by the DNCR.

WHEREAS, the Premises shall be used by the WMAA to operate, for the benefit of the State, a Visitor Center, a Regional Information Center, and as the headquarters and offices of the WMAA or of any subcontracted user as may be approved by the DNCR, and for such other uses as may be approved by the DNCR. The WMAA with prior written approval of the DNCR may charge a fee for use of portions of the Premises in a manner consistent with this section and the promotion of regional tourism.

WHEREAS, the parties acknowledge that the railroad crossing and a portion of the parking lot are under the jurisdiction of the New Hampshire Department of Transportation, who is not a party to this Agreement.

The parties agree as follows:

1. TERMS OF AGREEMENT/EFFECTIVE DATE

The term of this Agreement shall be for a ten-year period from December 1, 2021, through November 30, 2031, with an additional ten-year option to renew at the WMAA's request with the approval of the Governor and Council, except as it may be terminated as herein provided. Six months prior to the end of the term, WMAA shall request in writing to the DNCR, their right to exercise the additional ten-year option to renew.

This Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement.

At the end of the term and renewal option, the parties shall review and renegotiate the terms of a new agreement with the intent of entering into another ten-year term, with an additional ten-year option to renew, with the approval of the Governor and Executive Council.

2. 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, unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

3. TERMINATION BY WMAA

This Agreement shall be subject to termination by the WMAA, regardless of grounds therefore, by giving the DNCR sixty (60) days' written notice of termination.

4. TERMINATION BY DNCR

This Agreement shall be subject to termination by the DNCR in the event of the failure of the WMAA to perform, keep, or observe any of the conditions of the Agreement and the failure of the WMAA to correct the default or breach within a time specified by the DNCR, by giving the WMAA sixty (60) days written notice of termination. In the case of a default or breach which cannot with due diligence be reasonably cured within the time allotted, the WMAA shall commence to cure such default or breach and diligently prosecute such cure to completion within a maximum of one year of written notice by the DNCR to the WMAA of such default or breach.

5. RIGHT TO DECIDE

The decision of the DNCR relative to the proper performance of the terms of the Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in the Agreement and issues that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

6. ASSIGNMENT/DELEGATION/SUBCONTRACTS

The WMAA shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the DNCR at least fifteen (15) days prior to the assignment, and a written consent of the DNCR. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the WMAA, or (b) the sale of all or substantially all of the assets of the WMAA.

None of the services shall be subcontracted by the WMAA without prior written notice and consent of the DNCR. The DNCR is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

7. USAGE FEES

The WMAA shall pay the DNCR according to the schedule below:

December 1, 2021 \$500 per month for the first five-year period

December 1, 2026 \$700 per month for the second five-year period

December 1, 2031 \$900 per month for the first five-year renewal period

December 1, 2036 \$1,100 per month for the second five-year renewal period

Payment shall be due upon the first of every month of this Agreement, without demand. Payments received after the fifth day of each month will be considered a late payment. Late payments shall include a late fee of 5% of the monthly rent owed. Nonpayment and/or recurring late

payments of rent by the WMAA shall constitute a material breach of this Agreement. Payment shall be delivered to the DNCR at the address set forth in Section 22, notice of this Agreement.

In addition, WMAA shall provide DNCR with maintenance of the premises as provided in Section 11, improvement of the premises as provided in Section 12, display space as provided in Section 14 below and membership and services as provided in Section 16, below.

8. CASUALTY ADJUSTMENT AND RISK OF LOSS

In the event that the Premises or any part thereof shall, during said term, be destroyed or damaged by fire, flood, war, or other casualty so that the same shall be thereby rendered unfit for the purposes of the WMAA, the WMAA may terminate this Agreement at its option. In any event, the DNCR shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, war, or other casualty.

Use of the Premises is granted by the DNCR to the WMAA in an "as is" condition. All property of every kind on the Premises shall be at the sole risk of the WMAA. The DNCR shall not be liable to the WMAA or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

9. RIGHT TO INSPECT

The WMAA shall allow the DNCR, or such person designated by the DNCR, access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises or for any purpose not unduly affecting the operation of the WMAA's business.

10. UTILITIES

The WMAA shall furnish and pay expenses for all utilities including but not limited to heat, electricity, and water within limits of present facilities. Expanded or additional services shall be at the expense of the WMAA, with prior approval from the DNCR. Telephone, communications, and internet services for WMAA's own use shall be the responsibility of the WMAA. Nonpayment and/or three months of late payments of any utility by the WMAA shall constitute a material breach of contract.

11. REPAIRS AND MAINTENANCE

The condition of the Premises shall be the sole responsibility of WMAA. The WMAA shall make any and all necessary repairs to the interior of the Premises, and maintain the interior in good condition, and shall make any and all exterior repairs including, but not limited to, repairs of the roof and building envelope. The WMAA shall maintain the exterior of the building and adjacent areas, including sewer, sidewalks, parking areas and roads, in good tenantable condition. The WMAA shall maintain and repair all electrical, plumbing, water, sewer, security, and communications systems within the Premises.

The WMAA shall promptly report any and all damage to the Premises occasioned by storm; accident; damage by third parties whether intentional, accidental, or otherwise; or other such events. The WMAA shall be held legally and financially liable for any and all damages, repairs or rehabilitation caused by its use of or operations within the Premises.

12. IMPROVEMENTS TO THE PREMISES

The WMAA agrees to expend at least \$200,000 in renovations, repairs, upgrades and/or improvements to the Premises over each of the two 10-year terms of the Agreement. The proposed repairs, upgrades and improvements shall be included in the WMAA's AOP, submitted to the Commissioner of DNCR for approval, which shall not be unreasonably withheld, conditioned, or delayed, provided they are consistent with the purposes of this Agreement.

13. INTERIOR ALTERATIONS

The WMAA, with prior written approval by DNCR of the WMAA's Annual Operating Plan as more fully described in Section 17, may install such interior partitions and make such physical alterations to the Premises as may be desirable for conduct of its business and is consistent with the purposes of the Agreement, but shall restore the Premises to its former condition at or prior to the expiration of the term of this Agreement, allowing for reasonable wear and tear. Any alterations or fixtures not so removable, or which are not removed prior to the termination of this Agreement, shall become the property of the DNCR at no cost to the DNCR. The WMAA shall insure that all liens of whatever nature arising out of such alterations are satisfied and removed within ninety (90) days after the completion. Notwithstanding anything contained herein to the contrary, any DNCR approval shall not be unreasonably withheld, conditioned, or delayed, provided such alterations are consistent with the purposes of this Agreement.

14. DISPLAY BOOTH RESERVED

Upon the request of the DNCR, the WMAA shall reserve, at no cost to the DNCR, display and/or booth space up to 20' x 12' (240 sq. ft.) in an area of the Visitor Center. The DNCR shall use such space to promote NH State Parks and the Statewide Trails System and allow for direct interaction with visitors. The space may be staffed or unstaffed. The parties agree to consult the White Mountain National Forest, if still an active partner at the Visitor Center, with respect to the location of the DNCR's display booth. The specific location and nature of the display shall be in agreement with and approved by the WMAA, whose approval shall not be unreasonable withheld, conditioned, or delayed, provided the use of the space is consistent with the purposes of this Agreement.

15. SIGNS

All interior and exterior signs and advertising matter must be in good taste and acceptable to the DNCR, whose decision shall in all cases be final, but shall not be unreasonably withheld, conditioned, or delayed, provided such signage is consistent with the purposes of this Agreement.

16. WMAA MEMBERSHIP FEES

- a. The WMAA shall provide the DNCR with annual full attraction membership, at no cost to the DNCR, except that the DNCR shall continue to pay the additional fees for displays and for advertising in the WMAA guide. Year-round, full attraction membership services shall cover the following DNCR venues:
  - i. Cannon Mountain Ski Area and Aerial Tramway
  - ii. Flume Gorge
- b. The WMAA shall provide, at no cost to the DNCR, membership and site listings for:
  - i. Lafayette Campground
  - ii. Cannon Mountain RV Park
  - iii. Any future campground located within Franconia Notch State Park.

- c. The WMAA shall provide, at no cost to the DNCR, the following site listings for Franconia Notch State Park, including:
  - i. The Basin
  - ii. FNSP Recreational Trail
  - iii. Old Man of the Mountain Historic Site
  - iv. Echo Lake Beach
  
- d. The WMAA shall provide, at no cost to the DNCR, the following regional listings:
  - i. Crawford Notch State Park
  - ii. Jericho Mountain State Park
  - iii. The Lodges at Coleman State Park
  - iv. John Wingate Weeks State Historic Site
  - v. Mount Washington State Park

17. ANNUAL OPERATING PLAN

The WMAA, shall submit to the DNCR an annual written operating plan and report (“AOP”) that shall outline the WMAA’s operating of the visitor center, hours of operation, and proposed investments, repairs, and improvements to the Premises. The AOP shall also summarize the WMAA’s accomplishments over the previous year, including visitor counts and information on the WMAA’s promotion of the above DNCR listings, and any other uses which required DNCR approval. The AOP shall be due each April 1<sup>st</sup>.

The DNCR Commissioner shall review and approve any proposed investments, repairs, and improvements to the Premises within thirty (30) days, or request revision and resubmission of the proposed work. The revised AOP shall be due to the DNCR within thirty (30) days following the DNCR’s request for revision. The DNCR reserves the right to reject any part of a proposed scope of work, but shall provide the basis of its decision in writing.

All other components of the AOP shall be informational only, and shall not require approved by the DNCR.

18. STATUTES, ORDINANCES, AND REGULATIONS

The WMAA shall comply with all applicable statutes, ordinances and regulations of all Federal, State, County, and Municipal Governments, including those of the DNCR, and procure all necessary licenses and permits required in connection with the operations described therein.

19. INDEMNIFICATION

Unless otherwise exempted by law, the WMAA shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the WMAA, or any subcontractor thereof, including but not limited to negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the WMAA arising under this paragraph. 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 this paragraph shall survive the termination of this Agreement.

## 20. INSURANCE

A. The WMAA shall deposit with the DNCR at the time of the execution of this Agreement a thirty (30) day binder evidencing purchase of Workmen's Compensation Insurance Policy protecting the parties hereto from loss or damage because of liability that may be incurred by the WMAA and the DNCR or either of them in the performance of the contract, when such liability shall be imposed under the Workmen's Compensation Act.

B. The WMAA shall deposit with the DNCR at the time of the execution of this Agreement a thirty (30) day binder evidencing purchase of a public liability insurance policy (including products) protecting the parties hereto from loss or damage because of liability that may be incurred by the DNCR and the WMAA, or either of them in the performance of the Agreement when such liability is imposed on account of injury to or death of a person or persons. The policy(ies) shall provide for a liability limit on account of each accident resulting in bodily injury or death to one person of not less than \$1 million and liability limit in account of accident resulting in bodily injury or death to more than one person of \$2 million.

C. The WMAA shall deposit with the DNCR at the time of execution of this Agreement a thirty (30) day binder evidencing the purchase of a property damage insurance policy protecting the parties hereto from loss or damage because of liability that may be incurred by the DNCR and the WMAA, or either of them, in the performance of this Agreement, when such liability is imposed on account of loss or damage sustained by others to property owned or possessed by them. The policy shall provide for a liability limit on account of each accident of not less than \$100,000.

D. The WMAA shall deposit with the DNCR at the time of the execution of this Agreement a thirty (30) day binder evidencing purchase of fire insurance including extended coverage to provide minimum protection, in limit of not less than the appraised value of the Premises. In the event the Premises are damaged or destroyed by fire or other casualty and the State has acquired insurance whose premiums have been paid by the State or whose sole beneficiary is the State, WMAA shall claim no interest in any such insurance settlement, and it shall execute all documents required by the State or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

**IMPORTANT:** Certificates of all required insurance policies must be filed with the DNCR within thirty (30) days of the execution of the Agreement. The DNCR shall be named as additional insured and listed as a Certificate Holder on the insurance certificate, made out to the "STATE OF NEW HAMPSHIRE, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES," and mailed to 172 PEMBROKE RD., CONCORD, NH 03301. All required insurance shall remain in force during the period of occupancy. No insurance shall be cancelled without the written concurrence of the DNCR. Renewal certificates of all insurance must be on file with the DNCR at least thirty (30) days before policy expiration dates. Failure to comply may cause a delay in opening for business on schedule.

## 21. PROVISION FOR PROPERTY TAX

The WMAA agrees to hold the DNCR harmless with respect to taxes levied against the Premises as a consequence of the application of RSA 72:23-I. The WMAA agrees to pay in addition to other payments herein under all properly assessed real and personal property taxes against the Premises in accordance with the provision of RSA 72:23-I. Failure of the WMAA to pay the duly assessed personal and real estate taxes when due shall be cause to terminate the Agreement by the DNCR for any taxes paid by the State pursuant to RSA 72:23-I as result of WMAA's failure to pay properly assessed real estate or personal property taxes.

22. 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 postage prepaid, in a United States Post Office, addressed to the parties at the following addresses:

Dept. of Natural & Cultural Resources  
172 Pembroke Road  
Concord, New Hampshire 03301

White Mountain Attractions Association  
200 Kancamagus Highway  
North Woodstock, NH 03262

23. ENTIRE AGREEMENT

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

24. MEETINGS

Meetings between the parties shall be held when deemed necessary by the DNCR, at a place and time to be agreed upon mutually by the DNCR and the WMAA, for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, products, or policies, and other pertinent business which may arise.

The DNCR will be represented at the meetings by an authorized representative and such subordinate supervisory personnel fully acquainted with the field operations as it shall designate. The WMAA shall be represented, at a minimum, by one officer of the company if a corporation, a partner if a partnership, or the owner.

25. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the DNCR hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the services provided under this Agreement, in whole or in part. In no event shall the DNCR 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 DNCR shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the services under this Agreement immediately upon giving the WMAA notice of such reduction or termination. The DNCR shall not be required to transfer funds from any other account or source to an account in the event funds in an account are reduced or unavailable.

26. RELATION TO THE STATE

In the performance of this Agreement the WMAA is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the WMAA 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.

27. WAIVER OF BREACH

No failure by the DNCR to enforce any provisions of the Agreement after any event of default shall be deemed a waiver of its rights with regard to that event or any subsequent event. No express failure of any event of default shall be deemed a waiver of the right of the DNCR to enforce each

and all of the provisions of the Agreement upon any further or other default on the part of the WMAA.

28. CHOICE OF LAW AND FORUM

This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date herein written.

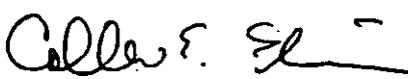
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Concur:

  
Philip A. Bryce, Director Date 11-9-21

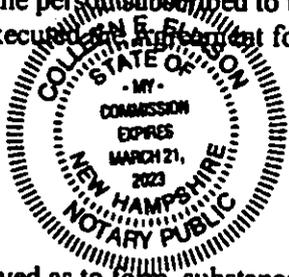
  
Sarah L. Stewart, Commissioner Date 11/10/21

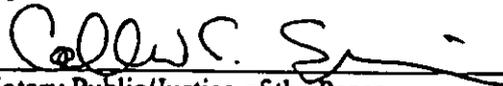
WHITE MOUNTAIN ATTRACTIONS ASSOCIATION

  
Witness  
  
By Charyl Reardon, President (Duly authorized) Date: 11/5/2021

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

On this 5 day of November, 2021, before me, Colleen E. Eliason, the undersigned officer, personally appeared Charyl Reardon, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Agreement for the purposes therein contained.



  
Notary Public/Justice of the Peace  
My commission expires:

Approved as to form, substance and execution  
by the Attorney General's Office

  
Michael R. Haley, Asst. Attorney General

Date: 11/10/2021

Approved by Governor and Council: Date: \_\_\_\_\_ Item#: \_\_\_\_\_  
PAB/MRH/ttl-110521

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1958. 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: 63779

Certificate Number: 0005268714



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of February A.D. 2021.

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

William M. Gardner  
Secretary of State

# Business Information

## Business Details

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WHITE MOUNTAINS

Business Name: RECREATION ASSOCIATION, INC.

Business ID: 63779

Business Type: Domestic Nonprofit Corporation Business Status: Good Standing

Business Creation Date: 04/17/1958

Name in State of Not Available  
Incorporation:

Date of Formation in Jurisdiction: 04/17/1958

Principal Office Address: 200 KANCAMAGUS HWY, NORTH WOODSTOCK, NH, 03262, USA

Mailing Address: PO Box 10, NORTH WOODSTOCK, NH, 03262, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Nonprofit Report Year: 2020  
Next Report Year: 2025

Duration: Perpetual

Business Email: charyl@visitwhitemountains.com

Phone #: NONE

Notification Email: charyl@visitwhitemountains.com

Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / TOURISM MARKETING	

### Principals Information

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Name/Title	Business Address
John DeVivo / Director	Pob 516, Route 3, Franconia, NH, 03580, USA
James Miller / Director	Santa's Village, Route 2, Jefferson, NH, 03583, USA
Jeffrey Woodward / Director	Whales Tale Waterpark, Route 3, Lincoln, NH, 03251, USA
Charyl Reardon / President	PO Box 10, North Woodstock, NH, 03262 - 0010, USA
John Lowell / Other Officer	Attitash Mountain Resort, Route 302, Bartlett, NH, 03812, USA

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### Registered Agent Information

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Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

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### Trade Name Information

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Business Name	Business ID	Business Status
WHITE MT. ATTRACTIONS ASSOCIATION (/online/BusinessInquire/TradeNameInformation? businessID=25214)	48421	Active
WHITE MOUNTAIN VISITOR CENTER (/online/BusinessInquire/TradeNameInformation? businessID=28033)	54541	Active
WHITE MOUNTAINS CONVENTION AND VISITORS BUREAU (/online/BusinessInquire/TradeNameInformation? businessID=37683)	144755	Active
WHITE MOUNTAINS CHAMBER OF COMMERCE (/online/BusinessInquire/TradeNameInformation? businessID=39691)	124810	Active
White Mountains Attractions Association (/online/BusinessInquire/TradeNameInformation? businessID=459407)	652705	Active
WHITE MOUNTAINS TOURISM COUNCIL (/online/BusinessInquire/TradeNameInformation? businessID=48444)	245035	Active
WHITE MOUNTAINS VISITORS BUREAU (/online/BusinessInquire/TradeNameInformation? businessID=53549)	245036	Active

### Trade Name Owned By

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Name	Title	Address
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### Trademark Information

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



# White Mountains Attractions Association

200 Kancamagus Highway, North Woodstock, New Hampshire 03262 USA

PO Box 10, North Woodstock, New Hampshire 03262 USA

603-745-8720 • 800-346-3687 • VisitWhiteMountains.com

## Officers

**Benjamin Clark**

*Chairperson*

Hobo Railroad  
Lincoln, NH 03251

**Benjamin Wilcox**

*Vice-Chairperson*

Cranmore Mountain Resort  
North Conway, NH 03860

**OJ Robinson**

*Treasurer*

Alpine Adventures  
Lincoln, NH 03251

**Lauren Hawkins**

*Secretary*

Story Land  
Glen, NH 03838

**Jim Miller**

*Ex-Officio*

Santa's Village  
Jefferson, NH 03583

**Charyl Reardon**

*President*

White Mountains Attractions  
North Woodstock, NH 03262

## Members

**ALPINE ADVENTURES**

Lincoln, NH

**ATTITASH MOUNTAIN RESORT**

Bartlett, NH

**CANNON MT. AERIAL TRAMWAY**

Franconia, NH

**CLARK'S BEARS**

Lincoln, NH

**CONWAY SCENIC RAILROAD**

North Conway, NH

**CRANMORE MOUNTAIN RESORT**

North Conway, NH

**FLUME GORGE**

Lincoln, NH

**HOBO RAILROAD**

Lincoln, NH

**LOON MOUNTAIN RESORT**

Lincoln, NH

**LOST RIVER GORGE**

North Woodstock, NH

**MT. WASHINGTON AUTO ROAD**

Pinkham Notch, NH

**MT. WASHINGTON COG RAILWAY**

Bretton Woods, NH

**POLAR CAVES PARK**

Rumney, NH

**SANTA'S VILLAGE**

Jefferson, NH

**STORY LAND**

Glen, NH

**WHALE'S TALE WATER PARK**

Lincoln, NH

**WILDCAT MOUNTAIN**

Pinkham Notch, NH

## CERTIFICATE OF VOTE

I, Benjamin Clark, hereby certify that I am duly elected officer of White Mountains Recreation Association, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on October 28, 2021, at which a quorum of the Board was present and voting:

Voted:

Jim Miller made a motion to accept the lease with the State of New Hampshire for the White Mountains Visitor Center building as presented today and authorize Charyl Reardon to sign it accordingly.

Second by OJ Robinson. Approval was unanimous.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of December 31, 2021.

ATTEST:

Benjamin Clark, Chairman

October 28, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/04/2021

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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS
	PHONE (AC, No, Ext): 800-553-8368 FAX (AC, No): 260-459-5624
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: NATIONAL CASUALTY COMPANY	NAIC # 11991
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: C134690 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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			KKO0000025932400	10/1/2021 12:01 AM	10/1/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/POP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0000025932500	10/1/2021 12:01 AM	10/1/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0000025932600	10/1/2021 12:01 AM	10/1/2022 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N	N/A		WCC0000033009809	10/1/2021 12:01 AM	10/1/2022 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

PROOF OF COVERAGE

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DIVISION OF NATURAL & CULTURAL RESOURCES 172 PEMBROKE ROAD CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EOP NUMBER C134691

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

11/04/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY K&K INSURANCE GROUP, INC. P.O BOX 2338 FORT WAYNE, IN 46801		PHONE (A.C. No, Ext): 800-553-8368	COMPANY National Casualty Company	
FAX (A.C. No): 260-459-5624		E-MAIL ADDRESS:		POLICY NUMBER KKO0000025932400 PKG
CODE:	SUB CODE:	LOAN NUMBER		
AGENCY CUSTOMER ID:		EFFECTIVE DATE 10/1/2021 12:01 AM		EXPIRATION DATE 10/1/2022 12:01 AM
INSURED WHITE MOUNTAINS RECREATION ASSOCIATION DBA : WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1) 200 KANCAMAGUS HIGHWAY NORTH WOODSTOCK, NH 03262		THIS REPLACES PRIOR EVIDENCE DATED:		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION LOC 1: 1712 LOST RIVER ROAD RT 112 W, NORTH WOODSTOCK, NH 03262
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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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**
 PERILS INSURED  BASIC  BROAD  SPECIAL 

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDING-REPLACEMENT COST/90% CO-INS	\$900,794	\$1,000
BUSINESS PERSONAL PROPERTY-REPLACEMENT COST/90% CO-INS	\$90,492	\$1,000

**REMARKS (including Special Conditions)**

EVIDENCE OF COVERAGE
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**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.

**ADDITIONAL INTEREST**

NAME AND ADDRESS STATE OF NEW HAMPSHIRE DIVISION OF NATURAL & CULTURAL RESOURCES 172 PEMBROKE ROAD CONCORD NH 03301	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Scott Furbush</i>		