State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhstateparks.org

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April 8, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to exercise a contract renewal option with Drive Brand Studio, Inc. (VC#174386), North Conway, NH for NH State Parks and Cannon Mountain Advertising and Promotional Services by increasing the price limitation by $961,000 from $1,441,500 to $2,402,500 and extending the completion date from June 30, 2025 to June 30, 2027 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on August 17, 2022, item #39. 100% Other Funds (Agency Income).

Funds are anticipated to be available in Fiscal Years 2026 and 2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	FY 2026	FY 2027
03-035-035-351510-37010000, Parks Administration	$200,000	$200,000
069-500567 – Promotional - Marketing Expense		
03-035-035-351510-37030000, Cannon Mountain	$280,500	$280,500
069-500567 – Promotional - Marketing Expense		

EXPLANATION

As previously stated, the original contract was approved by Governor and Executive Council on August 17, 2022, item #39.

The Division of Parks and Recreation entered into a three-year contract with Drive Brand Studio, Inc. (DBS) in 2022 to provide combined marketing and advertising services for the entire Division of Parks and Recreation (the Division) including Cannon Mountain Ski Area. Prior to this contract, marketing services for the Division were arranged through the Division of Travel and Tourism without a dedicated marketing program or focused effort and marketing services for Cannon Mountain. Until 2022, Cannon Mountain marketing was achieved under a separate contract.

By establishing one marketing agency contract, the Division has been able to achieve a unified marketing strategy to promote the portfolio of state parks and experiences throughout New Hampshire. DBS has demonstrated that their experience, qualifications and strategy have proven successful in meeting and exceeding Division goals over

the past three years, and we recommend exercising the two-year extension option to continue to engage in successful and innovative marketing and advertising programs.

Over the past three years, the Division has launched many successful advertising and marketing campaigns including an extensive hiring campaign to help fill critical seasonal positions in a complex hiring environment, seasonal online retail promotions, an effort to promote less utilized parks and visits during shoulder seasons, a unified ad campaign to drive online reservations for day-use parks and camping as well as promote activities like hiking, mountain biking and boating across the state.

Specifically for Cannon Mountain, DBS has created thoughtful and engaging marketing campaigns to help position Cannon as a top ski area destination in New England, drive advance ticket sales and reservations, promote enterprise operations like the ski school, equipment rentals and retail, and advertise the offers and benefits provided to New Hampshire residents.

An analysis of the Return on Investment (ROI) in 2024 for NH State Parks and Cannon Mountain shows that the $200,000 marketing budget for NH State Parks yielded over $9.9 million in return on advance online reservations for overnight stays, day-use reservations and online retail. The $280,500 budget for Cannon Marketing was shown to return $4.9 million in advance online sales of lift tickets and season passes. The generally accepted range for a marketing budget in a Business to Consumer environment is 5-10% of total revenue; presently, NH State Parks marketing investment hovers around 1.2%. The Division looks forward to continued marketing collaboration, upon approval of this requested extension.

To effectively execute our mission, operate parks and self-fund our operations, marketing is essential to not only help drive revenue for day-use parks, camping and retail, but also to support hiring efforts. For both Cannon and NH State Parks, the hiring environment is highly competitive, with the other countless service industry jobs available in communities surrounding our parks across the state. NH State Parks spends 10%-20% on hiring campaigns depending on the hiring climate, which has proven to help fill positions and compete against other recreation and service industry jobs that often pay more for similar jobs.

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

Respectfully submitted,

Sarah Stewart

Sarah L. Stewart
Commissioner

1st Amendment: Drive Brand Studio, Inc.

The Department of Natural and Cultural Resources and Drive Brand Studio, Inc. hereby mutually agree to enter into an amendment to the Contract for NH State Parks and Cannon Mountain Advertising and Promotional Services, originally approved by the Governor and Executive Council on August 17, 2022, Item #39, upon approval of the Governor and Executive Council, as follows:

1. Amend the P-37 General Provisions Block 1.8 to increase the price limitation by $961,000 from $1,441,500 to $2,402,500

2. Amend the P-37 General Provisions Block 1.7 Completion Date by deleting in its entirety and replace with the following:

   June 30, 2027

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

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

Drive Brand Studio, Inc.

Nancy S. Clark, President

3/19/25
Date

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner

3/19/25
Date

Approved as to form, substance, and execution:

Nathan Kenison-Marvin, Assistant Attorney General

March 21, 2025
Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DRIVE BRAND STUDIO, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 20, 2001. 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: **373809**

Certificate Number: **0007107768**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of March A.D. 2025.

David M. Scanlan
Secretary of State

DRIVE BRAND STUDIO, INC.

CERTIFICATE OF VOTE

I, Kenneth R. Cargill, of Cooper Cargill Chant, P.A. do hereby certify that:

1. I am the duly elected Secretary of Drive Brand Studio, Inc.;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2025;

   RESOLVED: That this corporation enters into a contract with the New Hampshire Division of Parks and Recreations, 172 Pembroke Road, Concord, NH 03302.

   RESOLVED: That Nancy S. Clark, is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable, or appropriate. Nancy S. Clark is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 19, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 19th day of March, 2025.

Kenneth R. Cargill, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 19th day of March, 2025 by Kenneth R. Cargill, as Secretary of Drive Brand Studio, Inc.

Notary Public/Justice of the Peace
Print Name: Christina L. Eastman
My Commission Exp: 6/2/2026

KHRISTINA L EASTMAN
NOTARY
My Commission Expires June 2, 2026
PUBLIC
STATE OF NEW HAMPSHIRE

Y:\CORP\00176\NEW\Drive Brand Studio\certificate of vote 2025 03 19.docx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2025

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
Chalmers Insurance Group - North Conway
PO Box 2480
North Conway NH 03860

CONTACT NAME: Heather Clement, CIC, CRIS
PHONE (A/C, No, Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934
E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Main Street America Assurance	29939
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Drive Brand Studio, Inc.
PO BOX 2838
NORTH CONWAY NH 03860-2838

COVERAGES CERTIFICATE NUMBER: 24/25 Master 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BPP5122J	09/11/2024	09/11/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Data Compromise	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						~~COMBINED~~ SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6J162715	10/22/2024	10/22/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Operations: Marketing and advertising. States in which statutory Workers Compensation coverage is provided: NH. Nancy Clark is excluded from Workers Compensation coverage.

CERTIFICATE HOLDER

NH Dept of Parks and Recreation
172 Pembroke Rd
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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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

July 26, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Drive Brand Studio, Inc. (VC #174386), North Conway, NH in the amount of $1,441,500 for NH State Parks and Cannon Mountain Advertising and Promotional Services, with the option to renew for an additional two-year period, effective upon Governor and Council approval through June 30, 2025. 100% Other Funds (Agency Income).

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Years 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-37010000, Parks Administration

	FY 2023	FY 2024	FY 2025
069-500567 – Promotional - Marketing Expense	$200,000	$200,000	$200,000

03-035-035-351510-37030000, Cannon Mountain

	FY 2023	FY 2024	FY 2025
069-500567 – Promotional - Marketing Expense	$280,500	$280,500	$280,500

EXPLANATION

Historically, advertising and marketing services for the Division of Parks and Recreation (Division) was provided as part of the State of New Hampshire's entire marketing program maintained by the Division of Travel and Tourism, while Cannon Mountain's marketing services were provided under separate contract and maintained by Division staff. The Division has the responsibility of preserving, protecting and stewarding New Hampshire's natural, recreational, and historic sites. New Hampshire's state parks are valued and recognized as a critical contributor to New Hampshire's economy and unique quality of life. These diverse and special places of natural and cultural significance are premiere destinations for families and individuals of all ages and abilities, where exploration, adventure, learning, and fun create experiences and memories that last a lifetime. The Division's management team must constantly be innovative and dynamic with an emphasize on outstanding customer service in meeting its diverse needs and developing strong partnerships with other public and private entities in its marketing campaign. To do this, direct oversite of its advertising and marketing services, instead of through a third party, will allow the Division to be much more proactive in achieving its marketing goals.

On May 6, 2022, a Request for Proposals (RFP) was posted on the Division of Purchase and Property's website and the Division of Parks and Recreation's website. Subsequently, seven agencies inquired, and only one agency submitted a formal written proposal prior to the deadline of June 6, 2022.

A selection committee reviewed the sole proposal from Drive Brand Studio, Inc. and scored it based on a pre-determined set of criteria. The Committee's decision was to offer Drive Brand Studio, Inc. the contract based on their ability to meet the criteria outlined in the RFP. Specifically, their experience, qualifications, strategy, tactics, budget, and agency fee cost fit our needs. A copy of the scoring summary, selection committee members, and their relevant experience is attached for your information.

We are excited to move forward as a State Park System with one unified marketing strategy. Cannon Mountain is part of the Franconia Notch State Park which is a year-round destination and should be part of the overall Parks marketing effort. As we continue to promote our portfolio of state parks and experiences around New Hampshire, having one marketing contract will be more efficient and impactful. We believe the team at Drive Brand Studio, Inc., aligns well with our mission. Their enthusiasm is matched by their experience in the field, and we look forward to collaborating with them to develop successful, engaging and innovative marketing and advertising programs.

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

Respectfully Submitted,

Sarah Stewart

Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation

RFP Scoring Summary

Name of Company	State	Scoring Criteria and Maximum Points			Total Score
		Experience and Qualifications (30 Pts Max)	Strategy, Tactics, and Budget (50 Pts Max)	Agency Fee Cost Proposal (20 Pts Max)	
Drive Brand Studio	**NH**	**27.5**	**46.5**	**19.5**	**93.5**

EVALUATION COMMITTEE MEMBERS		
Name	**Title**	**Relevant Experience**
Sarah Stewart	Commissioner, DNCR	4 years as Commissioner. Previous work (10+ years) involved marketing contracts for various projects/clients.
Philip Bryce	Director, NH Division of Parks and Rec	11 years -- oversee all aspects of Division operations including marketing.
John DeVivo	General Manager, Cannon & FNSP	35 years ski area ops & outdoor recreation experience.
Greg Keeler	Cannon Director of Marketing & Sales	Ski area and outdoor industry marketing veteran with 25 years of experience.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural & Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH, 03301	
1.3 Contractor Name Drive Brand Studio		1.4 Contractor Address P.O. Box 2838, North Conway, NH, 03860	
1.5 Contractor Phone Number 603-356-3030	1.6 Account Number 37010000-069-500567 37030000-069-500567	1.7 Completion Date June 30, 2025	1.8 Price Limitation $1,441,500
1.9 Contracting Officer for State Agency Gregory Keeler		1.10 State Agency Telephone Number 603-823-8800 ext. 789	
1.11 Contractor Signature Nancy S Clark Date: 7/18/22		1.12 Name and Title of Contractor Signatory Nancy S. Clark President	
1.13 State Agency Signature Sarah Stewart Date: 7/28/2022		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(If applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(If applicable)* By:		On: 7/28/2022	
1.17 Approval by the Governor and Executive Council *(If applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials NSC
Date 7/19/22

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 NSC
Date 7/9/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. 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 Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State 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.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor 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

Contractor Initials LSC
Date 7/19/22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. 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.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials NSC
Date 7/19/22

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

New Hampshire State Parks & Cannon Mountain Ski Area – Marketing Services

EXHIBIT A

There are no additional or special provisions to this contract.

EXHIBIT B

Scope of Work

Items listed in 1.0 – 6.0 represent work to be completed for both NH State Parks and Cannon Mountain. Items listed in 7.0 are specific to NH State Parks and are in addition to items 1.0 – 6.0. Items listed in 8.0 are specific to Cannon Mountain and are in addition to items 1.0 – 6.0.

The Scope of Work includes strategic planning, creative content, media planning and buying, search, digital, web hosting, web maintenance, and all production. Deliverables will be provided exclusively for DNCR to promote the New Hampshire State Parks (NH State Parks), including Cannon Mountain Ski Area (Cannon Mountain), as an outdoor recreation destination, as well as, promoting workforce recruitment/retention and visitor communication for NH State Parks and Cannon Mountain.

1.0 Administration/Management

1.1 Dedicated daily account management team with in-depth attention to organizing, planning, supervising, and reviewing all projects and budgets.

1.2 Dedicated creative and production staff focused specifically on the accounts.

1.3 Participate in planning and budget review meetings to ensure direction and budget adherence.

1.4 Development of specific reports that may include Campaign Reports, Weekly Status, Budget Updates, etc.

1.5 The Contractor must provide creative planning, media planning, media calendars, job estimates, monthly budget and reconciliation updates, detailed monthly billings, and reports quantifying the effectiveness of promotional programs.

1.6 The Contractor will solicit external partner and sponsor relationships to generate additional funding to leverage NH State Parks' and Cannon Mountain's marketing dollars and advertising/marketing efforts; the Contractor will continue to manage the Cannon Mountain Lodging Partner program as part of this effort.

2.0 Strategic Planning

2.1 Prepare strategic plans, conduct market research, facilitate strategic planning sessions, and engage in consumer studies.

2.2 Solicit input via strategic planning sessions with key stakeholders.

2.3 Determine and report Key Performance Indicators (KPIs).

2.4 Assist DNCR staff in sharing the plan, including presentations, participation in select meetings and hard copy materials.

3.0 Creative Development, Marketing and PR

3.1 Create and deliver brand via paid, owned, and earned channels. Creative must promote the NH State Parks and Cannon Mountain Ski Area attributes and workforce recruitment/retention.

3.2 The Contractor must propose strategies to expand promotional efforts effectively in new markets and continue to develop traditional markets.

3.3 The Contractor will provide public relations/publicity support in coordination with NH State Parks and Cannon Mountain.

3.4 The Contractor may employ qualified sub-contractors as needed. Special emphasis will be given to New Hampshire businesses and businesses with tourism, recreation, and ski area experience.

4.0 Asset Management

4.1 Manage and inventory photography/video assets; assets will be used in all creative execution, public relations, and overseas marketing.

4.2 Make recommendations for new photography/video assets to added, as needed and as budget allows; and oversee their creation/purchase.

4.3 Manage and make available all creative assets including logos, brand work and any other deliverables created on behalf of NH State Parks and Cannon Mountain.

4.4 The Contractor will not provide printing services either directly or via sub-contract. The State's Bureau of Graphic Services will provide printing services through a competitive bid process. The Contractor shall provide design and printing specifications, and may represent the State for proofs with NH State Parks or Cannon Mountain approval.

5.0 Media Planning and Buying

5.1 Strategic planning of annual media calendar including paid and trade advertising.

5.2 Media buying, execution and reporting on results.

5.3 Coordinate cooperative marketing campaigns to support overall strategy.

5.4 Implement tracking mechanisms to measure KPIs.

5.5 Provide ongoing counsel relative to consumer media consumption habits.

5.6 Assist New Hampshire State Parks and Cannon Mountain Ski Area with planning, production and participation at select trade shows and events.

5.7 Develop marketing and sales materials, as well as destination training presentations.

5.8 Media costs are at net and need to be paid prior to requesting State reimbursement.

6.0 Digital Media

6.1 Develop creative strategy across digital, social, and mobile channels.

7.0 NH State Parks Specific Scope Items

7.1 The Contractor will develop and implement a strategic plan to promote and increase sales of its "NH Park's Plate" license plate program.

7.2 The Contractor will provide expertise in outdoor recreation consumer marketing, as well as and international markets, to enhance and expand current target markets.

7.3 The Contractor will participate in industry events (when requested) such as Camping and outdoor recreation shows and other industry-related trade shows.

8.0 Cannon Mountain Specific Scope Items

8.1 The Contractor will provide expertise in the snowsports/ski school trade and consumer marketing, as well as domestic and international markets, to enhance and expand current target markets. Cannon Mountain wants to work on increasing its family and first-time skiers and riders market share.

8.2 The Contractor will participate in industry events (when requested) such as Ski NH Media Events, Boston Snowsports Expo and other industry-related trade shows. The contractor will be responsible for managing all aspects and execution of the Boston Snowsports Expo/Snowbound Festival as well as any other similar trade shows/industry events. The Contractor may subscribe to industry organizations to be able to compare Cannon with other areas in New Hampshire, the Northeast and across the country.

8.3 The Contractor must develop a strategy to position Cannon Mountain uniquely apart from other ski areas/attractions in order to protect and increase its market share.

8.4 Cost of placement of media will be net to Cannon Mountain and it is expected that the Contractor will negotiate added value. Lift tickets may be used as part of negotiation, upon approval by the Cannon Mountain marketing representative.

8.5 Manage and update the existing websites, connecting users to the brand and advertising campaigns. Websites include: www.cannonmt.com and whitemountainsuperpass.com

8.6 Implement and maximize content management solutions across Cannon's portfolio of websites, mobile and social media channels.

EXHIBIT C

Contract Price

Total contract shall not exceed: $1,441,500

Breakdown as follows:

• $200,000 per year for NH State Parks X 3 years =	$ 600,000
• $280,500 per year for Cannon Mountain X 3 years =	$ 841,500
	$1,441,500

Method of Payment

Payment shall be made upon receipt of an invoice and approval by NH State Parks and Cannon Mountain account managers.

Term

This contract shall commence upon approval of the Governor and Council with a completion date of June 30, 2025, with an option to extend for an additional 2-year period upon agreement of both parties and approval of the Governor and Council.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DRIVE BRAND STUDIO, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 20, 2001. 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: 373809

Certificate Number : 0005834600

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of July A.D. 2022.

David M. Scanlan

Secretary of State

DRIVE BRAND STUDIO, INC.

CERTIFICATE OF VOTE

I, Kenneth R. Cargill, of Cooper Cargill Chant, P.A. do hereby certify that:

1. I am the duly elected Secretary of Drive Brand Studio, Inc.;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on July 18, 2022;

   RESOLVED: That this corporation enters into a contract with the New Hampshire Division of Economic Development/Cannon Mountain, 172 Pembroke Road, Concord, NH 03302.

   RESOLVED: That Nancy S. Clark, is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable, or appropriate. Nancy S. Clark is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of July 18. 2022.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 18 day of July, 2022.

Kenneth R. Cargill, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 18th day of July, 2022 by Kenneth R. Cargill, as Secretary of Drive Brand Studio, Inc.

KHRISTINA L EASTMAN NOTARY PUBLIC STATE OF NEW HAMPSHIRE

Notary Public/Justice of the Peace
Print Name: Khristina L Eastman
My Commission Exp: 6/2/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2022

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement, CIC PHONE (A/C, No, Ext): (603) 356-6329 FAX (A/C, No): (603) 356-6334 E-MAIL ADDRESS: hclement@ChalmersInsuranceGroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Main Street America Assurance — 23639
	INSURER B: The Phoenix Ins Co — 25623
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED Drive Brand Studio, Inc. PO BOX 2838 NORTH CONWAY NH 03860-2838	

COVERAGES — CERTIFICATE NUMBER: CL2242044869 — 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		BPP6122J	09/11/2021	09/11/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [Y]	N/A	UBAJ182715	10/22/2021	10/22/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Excluded from WC - Nancy Clark							

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

Operations: Marketing and advertising.

CERTIFICATE HOLDER	CANCELLATION
Department of Natural & Cultural Resources 172 Pembroke Road Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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