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JS



April 23, 2025

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Bureau of Visitor Services to enter into contract agreements with two (2) distribution companies shown below, at no cost to the state, to provide distribution of Program Participant's publications to our Safety Rest Areas/Welcome Information Centers, with the option to renew for an additional one-year period, effective upon approval by the Governor and Council for the period July 1, 2025 through June 30, 2030. No state funds required.

Company Name	City/State
Smiley Publication Group, LLC d/b/a Best Read Guide	Wolfboro, NH
White Mountain Recreation Associaton d/b/a WMAA	North Woodstock, NH

**EXPLANATION**

The Department of Business and Economic Affairs (BEA) respectfully requests approval to authorize the above two listed vendors be named The Bureau of Visitor Services (BVS) brochure program publication vendors for the period July 1, 2025, through June 30, 2030.

**Program Overview**

The Bureau of Visitor Services (BVS) manages the distribution of publications in the State's Safety Rest Areas/Welcome Information Centers (SRAs/WICs). The facilities are located along New Hampshire's Interstates and primary State Routes. Each SRA/WIC has the availability to display brochures and publications that promote tourism in New Hampshire.

**Program Characteristics**

- BVS charges a rack fee to display brochures and publications.
- This program does not incur contract expenditures. However, it does generate revenues which are used for the betterment of the SRAs/WICs and the brochure program.
- BVS requires publications be delivered by one the BVS distribution vendors approved through Governor and Council.
  - The distribution contracts allow multiple options for program participants to choose from that will meet their organization's specific needs.

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Executive Council  
April 23, 2025  
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**Vendor Selection Process and considerations**

On March 10, 2025, the Department of Business and Economic Affairs (BEA) advertised a Request for proposals (RFP) for distribution companies to contract with BVS to deliver publications to the SRAWICs on behalf of the program participants. Two vendors responded; Smiley Publication Group, LLC d/b/a Best Read Guide and White Mountain Recreation Association d/b/a WMAA. A composite score of the written proposal is included as Schedule #1. Both firms are known to BEA and have satisfactorily provided distribution services to program participants for the past six (6) years.

- Program was competitively bid.
- Ensures vendors will supply materials for display in a consistent organized manner in the SRAWIC display racks.

**Use of Funds**

Revenues from the rack fees generated by the Brochure program are deposited in a special account within the division of travel and tourism development in accordance with RSA 230:52 II and RSA 236:86 III. Revenues to be expended to create and maintain the cooperative information services, and for this purpose are hereby continually appropriated.

The attorney General's office reviewed and approved the contracts as to form, substance, and execution.

Respectfully submitted,



Taylor Caswell  
Commissioner

**Department of Business and Economic Affairs**  
**Bureau of Visitor Services**  
**Brochure Program Distribution Vendor July 2025 - June 30, 2030**  
**Written Proposal Evaluation Scoring**

**Schedule  
 #1**

**Business Name: White Mountains Recreation Association d/b/a WMAA**

	Scope of Work Max Points (40)	Experience Max Points (30)	Dist. Rate Structure Max Points (20)	References Max Points (10)	Total
Bob Vachon Dir. Admin & Ops	38	30	15	10	93
Carin LaValley Mgmt. Analyst	40	30	15	10	95
Karen King Supervisor I	40	30	15	10	95
<b>Grand Total:</b>				<b>94.00%</b>	<b>283</b>

**Business Name: Smiley Publications d/b/a BRG**

	Scope of Work Max Points (40)	Experience Max Points (30)	Dist. Rate Structure Max Points (20)	References Max Points (10)	Total
Bob Vachon Dir. Admin & Ops	35	30	18	10	93
Carin LaValley Mgmt. Analyst	40	25	15	10	90
Karen King Supervisor I	38	27	15	10	90
<b>Grand Total:</b>				<b>91.00%</b>	<b>273</b>

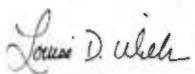
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 100 No. Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Smiley Publishing Group, LLC d/b/a Best Read Guide		1.4 Contractor Address 83 Center Street, Wolfboro, NH 03262	
1.5 Contractor Phone Number 603.569.5257	1.6 Account Unit and Class N/A	1.7 Completion Date 6/30/2030	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 4-8-25		1.12 Name and Title of Contractor Signatory Daniel L. Smiley, Publisher	
1.13 State Agency Signature  Date: 4/8/2025		1.14 Name and Title of State Agency Signatory Taylor Caswell, 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:  Asst. AG On: May 5, 2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

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

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers; or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

**EXHIBIT A  
SPECIAL PROVISIONS**

The following exhibits are incorporated into this agreement by reference:

Exhibit B: Scope of Services, and; Exhibit C: Schedule and Payments.

**EXHIBIT B  
SCOPE OF SERVICES**

The State of New Hampshire Department of Business and Economic Affairs (BEA), Bureau of Visitor Services (BVS) is responsible for ensuring the availability of approved publications at the state's Safety Rest Areas/Welcome Information Centers (SRAs/WICs) for dissemination to visitors. BVS is responsible for the management and daily operations of twelve state SRAs/WICs facilities owned by the New Hampshire Department of Transportation (DOT). BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with the criteria outlined in the brochure policy guidelines.

Best Read Guide(BRG) shall provide services for BVS and the SRAs/WICs as described below:

**1. Scope of Work**

- 1.1 BRG shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by BVS at any time to ensure compliance.
- 1.2 BRG shall provide accessible storage for brochures and promotional materials. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.
- 1.3 BRG may be required to supply and install uniform publication racks in the SRAs/WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by BVS. BRG will not be permitted to feature branded materials on/in the racks unless approved by BVS.
- 1.4 Deliveries to the SRAs/WICs will be done no less than weekly during the months of May-October. Additional deliveries will be made before major holidays or as requested by BVS. Depending on the volume of individual publications used at an SRAWIC, publications will be ordered by case or in banded stacks.
- 1.5 Below are agreed upon rate structures. If changes occur to the rate structure, BVS must be notified in writing 30 days prior to implementation.
  - 1.5.1 BRG rates for brochures (negotiates larger sizes) as follows:

Date: 4-23-25  
Initials: DLS

Categories	Twelve Month Contract	
	Client Rate Per Month	Comment
Category 1 1-9 WICs	\$15	
Category 2 10+	\$15	Get remaining 2 centers free
Rates are per a standard 4"x9" brochure and per month. Larger sizes are negotiated.		

- 1.6 BRG will provide monthly distribution reports in the BVS approved format by the sixth of each month to the BVS Management Analyst, as well as any additional reports as requested.
- 1.7 BRG will be required to present a copy of the BVS Approval Letter for every new brochure distributed to SRAs/WICs.
- 1.8 BRG is responsible to ensure the SRAs/WICs are well stocked and replenished in a timely manner. An inventory of brochures in racks and in the stock room will be completed during each delivery. BRG is responsible to communicate changes/shortfalls in publications.
- 1.9 BRG must remove publications that have expired, are not approved or are out of date. Should a Program Participant no longer be contracted to BRG for distribution services, BRG will not remove the Program Participant's literature unless BVS provides permission to do so.
- 1.10 BRG is responsible for storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.
- 1.11 BRG shall have reliable transportation to ensure deliveries are made on schedule to each of the SRAs/WICs.
- 1.12 BRG agrees to provide ongoing counsel relative to productivity, process and efficiencies for brochure distribution.

**2. Terms**

- 2.1 BRG is not authorized to represent the State's position to the public or media and must be authorized to provide any information by BVS.
- 2.2 BRG shall agree to continuing to provide any part of or all services in accordance With the terms and conditions and the requirements and specifications of the contract For a period not to sixty (60) calendar days after expiration, termination or cancellation of the contract for a price not to exceed those prices set forth in the contract.

**3. Right to Cancel**

- 3.1 The State of New Hampshire may terminate this agreement without cause by giving BRG sixty (60) days written notice before the termination date.

**4. Approval**

Date: 4-23-25  
Initials: JLS

- 4.1 This agreement may be modified by written amendment which has been executed and approved by BVS and BRG.

**5. Ownership**

- 5.1 Upon completion of termination of contract, BVS shall retain all rights of ownership to all materials and/or equipment, e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

**6. State's Responsibilities**

- 6.1 BVS will administer the processing of brochure applications and approval of publications to be distributed to the SRAs/WICs. Publications from organizations will be available for distribution only after BVS has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participants, notifying both parties as to the status of the application.
- 6.2 BVS will be responsible for directly invoicing and collecting rack fee payments from all Program Participants.
- 6.3 BVS will be responsible for enforcing the brochure program policy guidelines with all Program Participants and will inform vendors of any/all changes to publication status.

**7. Examination of Records**

- 7.1 BVS, upon giving notice to BRG, may examine all records and files related to the State Brochure Program. Arrangements for such examinations must be conducted at BRG's office and will be scheduled at a time mutually agreeable to the parties involved.

**EXHIBIT C  
SCHEDULE & PAYMENT**

There will be no payments exchanged in this contract.

Date: 4-23-25  
Initials: DLS

CGS as requested in section 6.5

**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 SMILEY PUBLISHING GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 04, 2013. 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: 701254

Certificate Number: 0006702429



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Daniel L. Smiley, hereby certify that I am the sole Partner, Member or  
*(Name)*  
Manager and the sole officer of Smiley Publishing GROUP, LLC a limited liability partnership  
*(Name of Partnership or LLC)*

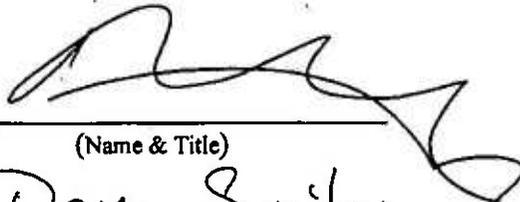
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED:

4-8-25

ATTEST:



*(Name & Title)*

Dan Smiley  
Member

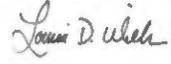
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 100 No. Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name White Mountain Recreation Association d/b/a WMAA		1.4 Contractor Address 200 Kancamagus Highway, North Woodstock, NH 03262	
1.5 Contractor Phone Number 603.745-8700	1.6 Account Unit and Class N/A	1.7 Completion Date 6/30/2030	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 04/08/2025		1.12 Name and Title of Contractor Signatory Charyl Reardon, President	
1.13 State Agency Signature  Date: 4/8/2025		1.14 Name and Title of State Agency Signatory Taylor Caswell, 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:  Asst. Attorney General On: May 5, 2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

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

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS:** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.

**EXHIBIT A  
SPECIAL PROVISIONS**

The following exhibits are incorporated into this agreement by reference:

Exhibit B: Scope of Services, and; Exhibit C: Schedule and Payments.

**EXHIBIT B  
SCOPE OF SERVICES**

The State of New Hampshire Department of Business and Economic Affairs (BEA), Bureau of Visitor Services (BVS) is responsible for ensuring the availability of approved publications at the state's Safety Rest Areas/Welcome Information Centers (SRAs/WICs) for dissemination to visitors. BVS is responsible for the management and daily operations of twelve state SRAs/WICs facilities owned by the New Hampshire Department of Transportation (DOT). BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with the criteria outlined in the brochure policy guidelines.

White Mountains Recreation Association(WMAA) shall provide services for BVS and the SRAs/WICs as described below:

**1. Scope of Work**

- 1.1 WMAA shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by BVS at any time to ensure compliance.
- 1.2 WMAA shall provide accessible storage for brochures and promotional materials. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.
- 1.3 WMAA may be required to supply and install uniform publication racks in the SRAs/WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by BVS. WMAA will not be permitted to feature branded materials on/in the racks unless approved by BVS.
- 1.4 Deliveries to the SRAs/WICs will be done no less than weekly during the months of May-October. Additional deliveries will be made before major holidays or as requested by BVS. Depending on the volume of individual publications used at an SRA/WIC, publications will be ordered by case or in banded stacks.
- 1.5 Below are agreed upon rate structures. If changes occur to the rate structure, BVS must be notified in writing 30 days prior to implementation.
  - 1.5.1 WMAA rates for brochures (negotiates larger sizes) as follows:

Date: 04/23/2025  
Initials: QR

Categories	Three -Six Month Contract		Twelve Month Contract	
	Client Rate	WMAA Member	Client Rate	WMAA Member
	Per Month	Rate Per Month	Per Month	Rate Per Month
Category 1: 1-5 WICs	\$40	\$30	\$35	\$25
Category 2: 6-9 WICs	\$70	\$50	\$65	\$45
Category 3:10+ WICs	\$140	\$100	\$120	\$90
Rates are per standard 4" x 9" brochure and per month. Larger Sizes are negotiated.				

- 1.6 WMAA will provide monthly distribution reports in the BVS approved format by the sixth of each month to the BVS Management Analyst, as well as any additional reports as requested.
- 1.7 WMAA will be required to present a copy of the BVS Approval Letter for every new brochure distributed to SRAs/WICs.
- 1.8 WMAA is responsible to ensure the SRAs/WICs are well stocked and replenished in a timely manner. An inventory of brochures in racks and in the stock room will be completed during each delivery. WMAA is responsible to communicate changes/shortfalls in publications.
- 1.9 WMAA must remove publications that have expired, are not approved or are out of date. Should a Program Participant no longer be contracted to WMAA for distribution services, WMAA will not remove the Program Participant's literature unless BVS provides permission to do so.
- 1.10 WMAA is responsible for storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.
- 1.11 WMAA shall have reliable transportation to ensure deliveries are made on schedule to each of the SRAs/WICs.
- 1.12 WMAA agrees to provide ongoing counsel relative to productivity, process and efficiencies for brochure distribution.

## 2. Terms

- 2.1 WMAA is not authorized to represent the State's position to the public or media and must be authorized to provide any information by BVS.
- 2.2 WMAA shall agree to continuing to provide any part of or all services in accordance With the terms and conditions and the requirements and specifications of the contract For a period not to sixty (60) calendar days after expiration, termination or cancellation of the contract for a price not to exceed those prices set forth in the contract.

## 3. Right to Cancel

- 3.1 The State of New Hampshire may terminate this agreement without cause by giving WMAA sixty (60) days written notice before the termination date.

## 4. Approval

- 4.1 This agreement may be modified by written amendment which has been executed and approved by BVS and WMAA.

Date: 04/23/2025  
Initials: QR

## **5. Ownership**

- 5.1 Upon completion of termination of contract, BVS shall retain all rights of ownership to all materials and/or equipment, e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

## **6. State's Responsibilities**

- 6.1 BVS will administer the processing of brochure applications and approval of publications to be distributed to the SRAs/WICs. Publications from organizations will be available for distribution only after BVS has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participants, notifying both parties as to the status of the application.
- 6.2 BVS will be responsible for directly invoicing and collecting rack fee payments from all Program Participants.
- 6.3 BVS will be responsible for enforcing the brochure program policy guidelines with all Program Participants and will inform vendors of any/all changes to publication status.

## **7. Examination of Records**

- 7.1 BVS, upon giving notice to WMAA, may examine all records and files related to the State Brochure Program. Arrangements for such examinations must be conducted at WMAA's office and will be scheduled at a time mutually agreeable to the parties involved.

### **EXHIBIT C SCHEDULE & PAYMENT**

There will be no payments exchanged in this contract.

Date: 04/23/2025  
Initials: QR

# 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 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: 0006181193



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Corporate Resolution**  
**(Corporation, Non-Profit Corporation)**

I, Lauren Fullerton hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

White Mountains Recreation Association hereby certify the following is a true copy of a vote  
(Name of Corporation)

taken at a meeting of the Board of Directors/shareholders, duly called and held on March 20, 2025 at  
(Date)  
which a quorum of the Directors/shareholders were present and voting.

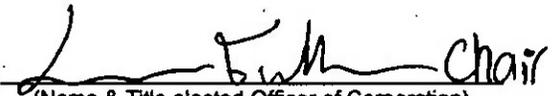
**VOTED:** That Charyl Reardon, President (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of White Mountains Recreation Association  
(Name of Corporation)

with the State of New Hampshire and any of its agencies or departments and further is  
authorized to execute any documents which may in his/her judgment be desirable or  
necessary to effect the purpose of this vote

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly state herein.

DATED: April 8, 2025

ATTEST:  Chair  
(Name & Title elected Officer of Corporation)

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Name & Title of Notary Public/Justice of the Peace)

MY COMMISSION EXPIRES: \_\_\_\_\_



**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**

**Lauren Fullerton** *Chairperson*  
Story Land  
Glen, NH 03838

**Christian Gainer** *Vice-Chairperson*  
Santa's Village  
Jefferson, NH 03583

**Rob Arey** *Treasurer*  
Mt. Washington Cog Railway  
Bretton Woods, NH 03575

**Rebecca Deschenes** *Secretary*  
Cranmore Mountain Resort  
North Conway, NH 03860

**Charyl Reardon** *President*  
White Mountains Attractions  
North Woodstock, NH 03262

**Members**

- ALPINE ADVENTURES  
Lincoln, NH
- BRETTON WOODS RESORT  
Bretton Woods, 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
- GRANITE STATE SCENIC RAILWAY  
Lincoln, NH
- LOON MOUNTAIN RESORT  
Lincoln, NH
- LIVING SHORES AQUARIUM  
GLEN, 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

**CORPORATE RESOLUTION**

At the March 20, 2025 meeting of the Board of Directors of the White Mountains Attractions Association, it was moved and seconded to authorize Charyl Reardon, on behalf of the organization, to open banking accounts, sign contracts, and to apply for and accept State and Federal grants as may come available to the organization.

Voted and approved.

Lauren Fullerton, Chairman

3/20/25

Date