

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS
(Northern District)

SUPERIOR COURT

Case no. 216-2020-CV-00708

CONTOOCCOOK VALLEY REGIONAL SCHOOL DISTRICT

v.

MONADNOCK TENT & EVENT

AGREEMENT OF MATERIAL TERMS

Plaintiff and Counterclaim-Defendant, Contoocook Valley Regional School District (“ConVal”) and Defendant and Counterclaim-Plaintiff, Monadnock Tent & Event, LLC (“Monadnock”), agreement to fully and finally settle the above-captioned matter on the following terms:

1. The rights and obligations set forth herein shall be memorialized in a more formal document that will supersede this Agreement of Material Terms upon signature of the parties on the formal agreement, which will hereinafter be referred to as the “Settlement Agreement”
2. Monadnock agrees to pay ConVal a total settlement sum of SEVENTY-FIVE THOUSAND U.S. Dollars, No Cents (\$75,000) in settlement of the above-captioned matter (the “Settlement Sum”). The Settlement Sum will be paid within thirty (30) days of the full execution of the Settlement Agreement.
3. The Parties agree to mutual general releases.
4. The Parties agree to mutual non-disparagement. Monadnock’s obligations shall extend to John Hopkins, and ConVal’s obligations shall extend to the SAU #1 administrators and the school board members.
5. ConVal will notify Monadnock whether the four tent weights belonging to Promania Tent are at the Dublin Consolidated School and will not thereafter deny Monadnock permission from retrieving those weights.
6. ConVal agrees to release the attachments on Monadnock’s property with five (5) business days from the full execution of the Settlement Agreement.
7. Upon approval and execution of the Settlement Agreement, Monadnock Tent will issue the following written apology to ConVal:

Last summer when I took a contract to lease event tents to the Contoocook Valley Regional School District, I was grateful for the opportunity to provide assistance to my community during these trying times. I am truly and sincerely sorry for the unfortunate events that led to the District not being able to use the tents rented and the loss that the District has sustained. I have been in the tent rental business for twenty-three years. I never expected that my tents would be denied building permits for use by the District. While this was the first time any of my tents have not received permitted approval, that does not undo the harm done to the District. I regret the harm that this situation has caused the District and the other members of my community. I am working with the District to make amends as best I am able and look forward to working with the District again in the future.

8. The Parties recognize and acknowledge that the Settlement Agreement will require approval by the ConVal School Board and will not be effective until approved.
9. Upon payment of the Settlement Sum, the Parties will file “Neither-Party” Docket Markings with the Superior Court, dismissing the above-captioned matter with prejudice.

Dated: April 12, 2021

/s/
Monadnock Tent and Event, LLC
Its: Owner
Duly Authorized

/s/
Contoocook Valley Regional School District
Its: