

May 22, 2023

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C&J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

Dear Mr. Jalbert:

This letter will authorize the Jalbert Leasing, Inc. d/b/a C&J Bus Lines, ("C&J"), with an address of 185 Grafton Drive, Portsmouth, NH, to enter upon and utilize vehicle parking spaces at the following locations: 42 Durham Street; 47 Durham Street; and Hampton Street, Portsmouth, New Hampshire, as shown on the attached **Exhibit A** (the "Premises") commencing May 2, 2023 through October 31, 2023 (the "Term") for the purposes of parking C&J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire on October 31, 2023.

This authorization is conditioned upon the following:

I. C&J agrees that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. C&J expressly waives all claims against the Pease Development Authority and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring as a consequence of C&J's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. C&J further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the State of New Hampshire, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of or related to C&J's, and its employees, agents, patrons, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Page Two
May 22, 2023

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

2. C&J acknowledges and agrees that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) permits the PDA to relocate the parking spaces provided to another PDA property at the Pease International Tradeport at any time subject to a 7-day advanced notice requirement. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

3. C&J, and/or any agent of C&J, shall provide to the PDA satisfactory evidence of comprehensive general liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and evidence of workers compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of C&J which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of C&J that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

4. C&J agrees that all vehicles parked at the Premises will be driven to and from the Premises by a valet service provided by C&J at its sole expense and that its patrons will not be allowed to self-park vehicles on the Premises. *C&J shall ensure that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and to assume full responsibility for the removal of vehicle(s) left on the Premises, time being of the essence.*

5. C&J agrees that vehicles may only be parked in the areas depicted in **Exhibit A**. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations, and to relocate C&J to an equivalent number of spaces on other PDA property. Any vehicles left on the Premises following such termination and relocation may be removed by the PDA at the owner's expense.

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

6. C&J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry. C&J or any contractor of C&J shall also obtain certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator. Certification includes the successful completion of the Green SnoPro training program. All personnel employed in snow removal operations shall be familiar with salt reduction measures.

7. C&J shall coordinate the initial snow removal with the PDA Maintenance Department. All snow removal, sanding, and salting shall be at C&J's own cost and expense.

8. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of C&J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. C&J agrees that C&J's maintenance and management of the Premises shall be done at its own costs and expense.

10. Prior to termination of the Right of Entry, C&J shall restore the Premises to the same or better conditions than the Premises were in before its use pursuant to this Right of Entry.

11. C&J agrees herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

12. C&J agrees to pay PDA a \$0.35/square foot/year fee for the Premises prorated for the period of use under this Right of Entry (the "Fee"):

42 Durham Street	40,510 sf	\$1,181.54/mo.
47 Durham Street	40,946 sf	\$1,194.25/mo.
Hampton Street	38,768 sf	\$1,130.73/mo.

The Fee shall be payable in advance in monthly installments and pro-rated for any partial periods. Payment shall be delivered to the PDA, 55 International Drive, Portsmouth, NH, 03801.

C&J agrees to vacate the premises after receiving a 30 day notice from the PDA.

Page Four
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

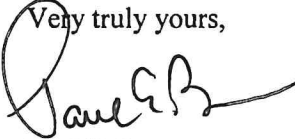
13. **Municipal Services Fee.** In addition to the Fee required to be paid under the terms of this ROE, C&J shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport. The Municipal Services Fee shall be paid in total with the first month's Fee payment.

Municipal Services Fee **\$2,103.91**

14. C&J agrees that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE, without the express written permission of the PDA.

15. C&J shall provide PDA with contact information of a local representative from the C&J, who shall be available to respond to communications concerning this ROE.

Please indicate by your signature below C&J's consent to the terms and conditions of this Right of Entry, include local contact information, and return the same to me with evidence of insurance, payment of fee, and contact information as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this 24 day of May, 2023

Jalbert Leasing, Inc. d/b/a C & J Bus Lines

By: 
Print Name/Title Jamie Leswick, VP
Duly Authorized

Page Four
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

EXHIBIT A
PREMISES



C&J Trailways Satellite Parking at 42 Durham Street

DESIGNED BY: MRM DATE: 10/25/22 SCALE: 1"=120'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Page Five
May 22, 2023

Re: Right of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH



Satellite Parking for C&J

DESIGNED BY: MRM DATE: 10/10/18 SCALE: 1"=60'±



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Page Four
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH



Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MRM DATE: 10/25/22 SCALE: 1"=120'