

November 8, 2021

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

**Re: Right of Entry for Use of Parking Area located at 47 Durham Street,
Portsmouth, NH**

Dear Mr. Jalbert:

This letter will authorize C & J Bus Lines ("C & J") to use and to enter upon and utilize a parking lot situated on 47 Durham Street, Portsmouth, New Hampshire as shown on the attached Exhibit A (the "Premises") for the period commencing December 1, 2021 through midnight June 30, 2022 for the purposes of parking C & J customer vehicles on a valet basis only. C & J is also granted a six (6) month option to extend the ROE through December 30, 2022 subject to the approval of the Executive Director of Pease Development Authority ("PDA"). The privileges granted under this Right of Entry will expire at midnight on June 30, 2022, unless extended by C & J's exercise of the option.

This authorization is conditioned upon the following:

1. C & J's agreement herein 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 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, 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.

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2. C & J understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. 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, providing to the Pease Development Authority 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-contributory 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's agreement 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's further agreement to use its best efforts to 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 the vehicles may 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.

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.

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7. C & J shall coordinate the initial snow removal with the Pease 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's agreement that C & J's maintenance and management of the Premises shall be done at C & J's own costs and expense.

10. Prior to termination of the Right of Entry, C & J agrees to restore the Premises to the same or better conditions than the Premises were in before C & J's use.

12. C & J's agreement 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.

13. C & J's agreement to pay a per month fee for the premises, in advance, per month for the period of use under this Right of Entry and pro-rated for partial periods broken down as follows:

47 Durham Street	0.94 acres	\$41.82 per day
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C & J agrees to vacate the premises after receiving a 60 day notice by the PDA.

14. 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 and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the ROE Fee. To the extent the ROE Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, C & J may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the ROE Premises, or on C & J for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this ROE shall terminate.

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In the event the ROE Premises, or any portion thereof, are removed from the Airport District, C & J shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

15. C & J's agreement that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE.

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

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 16 day of November, 2021

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

By: 

Print Name: Jamie Lesniak

Its Duly Authorized: Vice President

cc: Rosann Maurice-Lentz, City Assessor

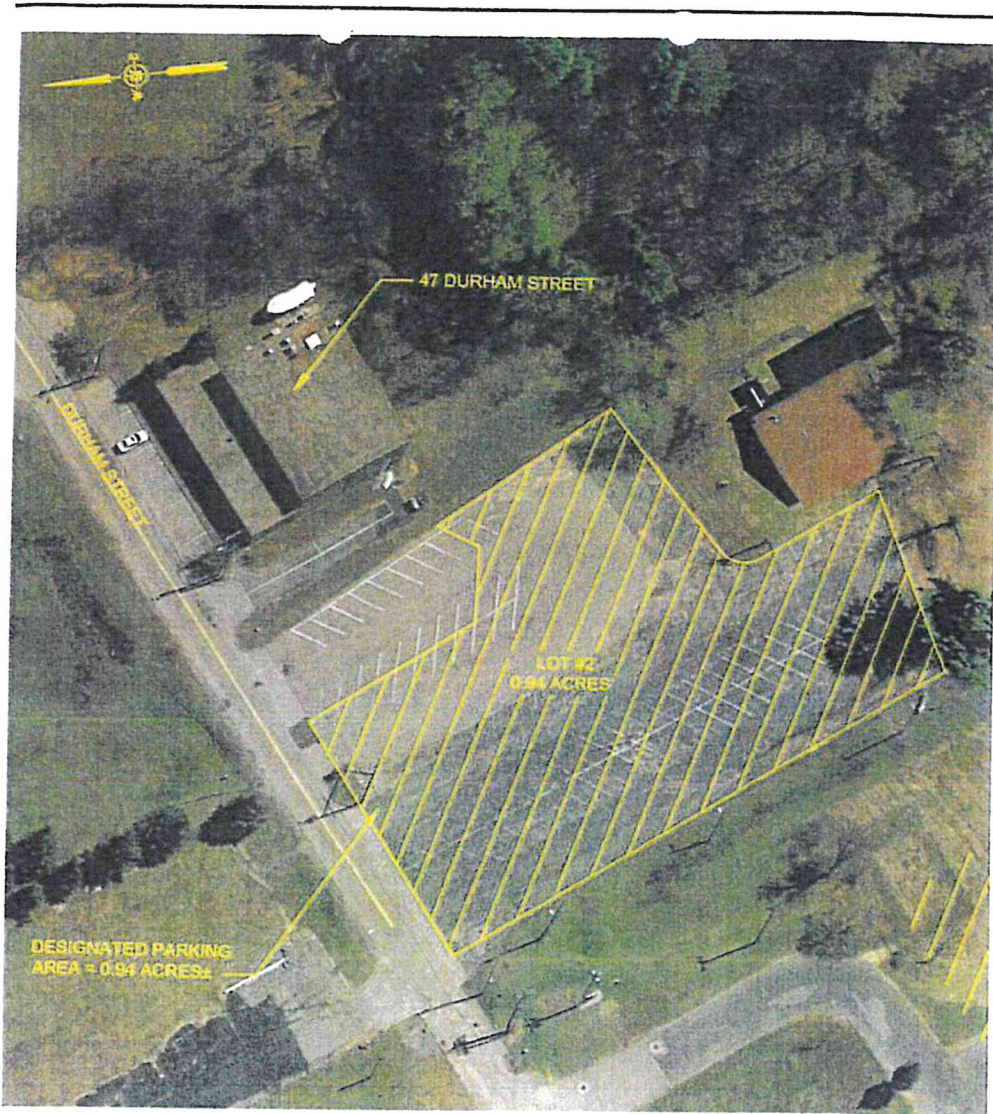
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EXHIBIT A

PREMISES



Satellite Parking for C&J

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

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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