



## MANCHESTER-BOSTON REGIONAL AIRPORT

**One Airport Road  
Suite 300  
Manchester, NH 03103-3395**

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### CONSTRUCTION – GENERAL PROVISIONS AND TENANT WORK

Project Name:  
Location:  
Date:

#### **GENERAL PROVISIONS**

The tenant is responsible for:

- 1) The preparation of all stamped and sealed design and working drawings and specifications relating to construction, finishing, and completion of the Demised Premises (see AEPD's Tenant Work Permit Instructions).
- 2) The contractual responsibilities relating to the completion of the Demised Premises and Tenant's Work.
- 3) The supervision and completion of Tenant's Work, and related compensation.
- 4) The procurement of any required permits (including a Tenant Work Permit).
- 5) Compliance with all relevant laws, by-laws, building codes and regulations, and restrictive covenants.
- 6) The payment of all fees and charges incurred for the design and construction of the Tenant's Work.
- 7) The Tenant's fixturing, finishing and interior shall be compatible with that of a first-class, high quality retail shopping center.

Tenant shall observe and perform and shall cause its designers, contractors, and tradesmen to observe and perform all provisions and conditions of the Lease.

Subject to compliance with such rules, regulations and stipulations as Owner may make from

time to time, Tenant and its contractors shall have access to, and non-exclusive use of the Demised Premises, at their risk, for the purpose of undertaking Tenant's Work in accordance only with the Provisions of the Lease.

During any periods of occupancy for construction, the Tenant shall be subject to all of the other items and conditions of the Lease, insofar as they are applicable, including, without limitation the provisions relating to the liability of Tenant for its acts and omissions, and the acts and omissions of its employees, agents, contractors, invitees, concessionaires, and licensees and the indemnification of Owner by Tenant.

The Tenant shall not proceed with any work within or affecting the Demised Premises without the prior written approval of the Airport Engineering & Planning Dept. (AEPD). Any deviation from the plans and specifications previously approved by the AEPD shall also require the written approval of the AEPD.

One (1) set of stamped plans and specifications with AEPD's consent endorsed thereon shall remain in the Demised Premises during the period when the Tenant's Work is being performed. Any Tenant's Work undertaken without prior written approval of the AEPD may, at the discretion of the Airport Director be removed from the Demised Premises and the Demised Premises restored to their prior condition at the expense of Tenant.

The Owner and its employees, contractors, professional advisors and any Owner-authorized Public Utility Representatives shall have access to the Demised Premises at all times for the conduct of Owner's Work, the inspection or correction of Tenant's Work, and for all other necessary purposes.

Prior to commencement of the work:

The Tenant shall have provided evidence of the following insurance in respect to the Tenant's contractor and subcontractors: comprehensive general liability insurance with responsible insurers licensed to do business in the State of New Hampshire for injury or death of a person or persons in any one occurrence and for damage to property in any one accident that provides coverage of not less than \$1,000,000. Said insurance shall name the City of Manchester, New Hampshire and Manchester-Boston Regional Airport as additional insured, as their interests shall appear, and shall be deposited with the Tenant but subject to examination by the Airport. The Airport shall have the right and is hereby authorized in its own name to demand and sue, collect and receipt for claims monies hereunder if Tenant fails to do so.

The Owner shall have notified Tenant that the Demised Premises are ready for the commencement of the Tenant's Work.

The Lease for the demised premises must be fully executed.

**SECURITY:**

The Tenant shall hold the Owner harmless for any loss or damage, including, but not limited to; theft of building materials, equipment, or supplies.

**INSPECTION:**

All of the Tenant's Work shall be subject to the inspection and approval of the Owner; may be inspected by the Owner at any time; and shall be completed to the satisfaction and approval of the Owner (see AEPD's Permits and Inspections Master Guide)

**CERTIFICATION:**

On completion of Tenant's Work, the tenant shall forthwith furnish to the Owner a written affidavit in form and substance acceptable to the Owner and complying with all applicable laws regarding the same certifying that there are no mechanic's liens filed, recorded or registered or which could be filed, recorded or registered in any official public records within the city, county, and state in which the Airport is located against the Demised Premises or Manchester Airport, on account of the Tenant's Work, together with evidence in writing satisfactory to the Owner that all assessments under the Workmen Compensation Act have been paid. Tenant, as part of final Work Permit issuance shall also provide written affidavits from Tenants' Consultant and Contractor(s) certifying project was completed in full compliance with applicable State of New Hampshire Building Codes for design and construction.