



Manchester-Boston Regional Airport  
One Airport Road, Suite-300  
Manchester, New Hampshire 03103

# Addendum No. Five

**Date: September 12, 2023**

**RFP No: FY24-805-06 Graphic Design, Public Relations,  
Marketing, and Advertising Services**

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This Addendum #5 to the Request for Proposals for Graphic Design, Public Relations, Marketing, and Advertising Services contains the following clarifications and changes to the RFP Document:

- Changes to the RFP Document
- **Appendix A** – Certification Forms
- **Appendix B** – *Sample* Graphic Design, Public Relations, Marketing, and Advertising Services Agreement

## **CHANGES TO RFP DOCUMENT**

### **Section 1.1 – Definitions**

Please note that the definition for the term “Agreement” in Section 1.1 of the RFP is hereby deleted and replaced with the following:

“**Agreement**” means the final, executed agreement, entered into by and between the City and the Contractor, in substantially the same form attached hereto as Appendix B.

## **APPENDIX A**

Please note that **Appendix A** of the RFP is hereby deleted and replaced with the attached Appendix A.

## **APPENDIX B**

Attached to this Addendum is Appendix B - *Sample* Graphic Design, Public Relations, Marketing, and Advertising Services Agreement.

Please note that the agreement provided in this Appendix B is merely a **sample** agreement, with terms and conditions subject to change and to negotiations with the successful Respondent.

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**APPENDIX A: CERTIFICATION FORMS**

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING  
CERTIFICATIONS INTO YOUR SUBMITTAL.**

**THE CITY WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE COMPLETED  
CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE  
CONSIDERED.**

### CERTIFICATION OF MINIMUM QUALIFICATIONS

By submission of this Proposal, the Respondent certifies that, to the best of their knowledge and belief, they meet the following Minimum Qualification Requirements:

- a) Has the following business experience:
  - a. Has been in continuous existence as a graphic design, public relations, marketing, or advertising company for at least the last five (5) years, which is further defined as sixty (60) consecutive months; and, has at least five (5) years of experience with graphic design, public relations, marketing, or advertising in the travel industry; or
  - b. Any relevant experience which Respondent can demonstrate is equivalent to the above described requirements; and
- b) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- c) Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated or currently operates, and is not barred by any governmental agency or airport from providing the services described in this RFP.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

**Notary Seal:**

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Respondent's  
Authorized Representative

\_\_\_\_\_  
Signature of Respondent's  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Respondent's  
Authorized Representative

**CERTIFICATION OF NON-COLLUSIVE PROPOSAL**

By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

- a) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and,
- b) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and,
- c) No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not to submit a Proposal for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

**Notary Seal:**

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Respondent's  
Authorized Representative

\_\_\_\_\_  
Signature of Respondent's  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Respondent's  
Authorized Representative

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a Proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this solicitation is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND  
FELONY CONVICTIONS**

The applicant must complete the following two certification Proposals. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by **inserting a checkmark (✓) in the space following the applicable response**. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that ( ) it is, OR ( ) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that ( ) it is, OR ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ADDENDA ACKNOWLEDGEMENT FORM**

To be posted for Respondents no later than September 12, 2023

## **APPENDIX B: SAMPLE AGREEMENT**





**GRAPHIC DESIGN, PUBLIC RELATIONS,  
MARKETING, AND ADVERTISING  
SERVICE AGREEMENT**

**Between**

**CITY OF MANCHESTER DEPARTMENT OF AVIATION**

**and**

**[CONTRACTOR COMPANY NAME]**

**[Month] [Day], [Year]**

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SAMPLE

## GRAPHIC DESIGN, PUBLIC RELATIONS, MARKETING, AND ADVERTISING SERVICE AGREEMENT

THIS GRAPHIC DESIGN, PUBLIC RELATIONS, MARKETING, AND ADVERTISING SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of this [ ] day of **October, 2023**, (the “Effective Date”) by and between the **City of Manchester, New Hampshire, acting by and through its Department of Aviation** (“City”), being a duly and lawfully constituted municipal corporation having a mailing address of 1 Airport Road, Suite 300, Manchester, New Hampshire 03103 and **[Contractor Company Name]**, (“Contractor”), a [state of incorporation] [type of business (limited liability company, etc.)], having a mailing address of [insert address].

**WHEREAS**, City owns, controls, operates, and manages that certain real property commonly known and described as the Manchester-Boston Regional Airport (the “Airport”), located in the city of Manchester, New Hampshire, and the town of Londonderry, New Hampshire;

**WHEREAS**, City has the power and authority to enter into this Agreement and to grant the rights and privileges conveyed hereby;

**WHEREAS**, Contractor is duly organized and validly existing as a [type of business (limited liability company, etc.)] and is in good standing under the laws of ***IF Contractor IS A FOREIGN (meaning non-New Hampshire) ENTITY***: [its jurisdiction of incorporation, and is duly qualified to do business and is in good standing as a foreign [type of business (limited liability company, etc.)] in] the state of New Hampshire, and has the power and authority to enter into this Agreement;

**WHEREAS**, Contractor desires to provide City with certain graphic design, public relations, marketing, and advertising services, pursuant and subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, City desires to purchase such services from Contractor pursuant and subject to the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in recognition, reliance upon, and consideration of the foregoing and the mutual terms, provisions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

## ARTICLE I – PARTIES AND THIS SERVICE

### 1.1 City’s Authority

City warrants and represents that City has the right, power, and legal capacity to enter into, and perform City’s obligations under this Agreement. The Director (as hereinafter defined) shall administer this Agreement on behalf of City. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of City herein.

### 1.2 Contractor’s Authority

Contractor warrants and represents that Contractor has the right, power, and legal capacity to enter into, and perform Contractor’s obligations under this Agreement. The execution, delivery, and performance of this Agreement by the undersigned Contractor representatives have been duly authorized by all necessary action of the Contractor, and this Agreement will constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with the terms of this Agreement.

### 1.3 Binding Effect

Except as otherwise expressly provided herein, the covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of City and Contractor and their respective successors, assigns, heirs, and personal representatives.

### 1.4 Relationship of the Parties

Contractor is not an employee or agent of City by reason of this Agreement, or otherwise. Contractor shall be solely responsible for Contractor’s acts and omissions arising from or relating to Contractor’s operations or activities at the Airport. Nothing in this Agreement shall be construed to render Contractor in any way, or for any purpose, a partner, joint venture, or associate in any relationship with City other than that of service provider and client, nor shall this Agreement be construed to authorize either City or Contractor to act as agent for the other.

## ARTICLE II – DEFINITIONS

For all purposes of this Agreement, capitalized terms shall have the definitions provided in this Article II, except as otherwise expressly stated or as otherwise clearly required by context. Such definitions shall be equally applicable to the singular and plural forms of such defined terms. The words “herein,” “hereunder,” and other words of similar nature refer to this Service Agreement as a whole. The word “shall” is mandatory and the word “may” is permissive.

“**Agreement**” means this Service Agreement, as such agreement may be amended, from time to time, upon mutual written agreement by and between City and Contractor, and all exhibits attached hereto.

“**Airport**” means that certain airport commonly known and described as the Manchester-Boston Regional Airport located in the city of Manchester, New Hampshire and the town of Londonderry, New Hampshire.

“**City**” means, jointly and severally, the City of Manchester, New Hampshire, acting by and through its Department of Aviation, and, its employees, agents, invitees, contractors, successors, and assigns, where applicable.

“**Contractor**” means, jointly and severally, [Contractor Company Name], a [state of incorporation] [type of business (limited liability company, etc.)] and, its employees, agents, invitees, contractors, successors, and assigns, where applicable.

“**Director**” means the Director of the Manchester-Boston Regional Airport or their designee, as appointed in writing.

“**Effective Date**” means the date referenced in the opening paragraph of this Agreement.

“**Events of Default**” means any of those events identified in Article VIII herein.

“**Indemnified Losses**” means any and all liability and fines, damages, costs, and expenses, including, but not limited to, attorneys’ fees, court costs, and all other defense costs and interest, and any and all allegations, suits, causes of action, claims, or demands of any kind or nature whatsoever, arising out of, or in any manner connected with or incidental to, the activities contemplated by this Agreement.

“**Initial Term**” means the period of time commencing on [insert date], and terminating on [insert date], unless terminated earlier in accordance with the terms of this Agreement.

“**Insurance**” has the meaning set forth in Section 6.1 of this Agreement.

“**Renewal Term**” has the meaning set forth in Section 4.3 of this Agreement.

“**RFP**” means City’s Request for Proposals for Graphic Design, Public Relations, Marketing, and Advertising Services dated July 28, 2023, Solicitation Number FY24-805-06, and all appendices, attachments, and addenda thereto.

“**Services**” has the meaning set forth in Section 3.1 of this Agreement.

“**Term**” means, jointly and severally, the Initial Term and any Renewal Terms exercised pursuant to Article IV of this Agreement.

## ARTICLE III – SERVICES

### 3.1 Scope of Work

Contractor hereby agrees to perform for City the Services, as hereinafter defined, throughout the Term of this Agreement, pursuant to the terms and conditions of this Agreement, and as otherwise may be agreed upon by both parties, from time to time. The services to be provided to City by Contractor shall include, but are not limited to, the following (jointly and severally, the “Services”):

- i. Design, development, and production of materials on behalf of City and in support of City’s comprehensive marketing, advertising, and public relation program;
- ii. Delivery of high-quality electronic files or printed materials on time and within the established budget, plans, policies, and terms approved by City;
- iii. Provision of “turnkey” graphic design and printing services, in addition to media buying services; and
- iv. Performance of such other assignments as City may delegate to the Contractor, including, but not limited to the types of projects described in the RFP.

### 3.2 Approvals

Contractor shall not print, post online, place, install, assemble, distribute materials, or permit any media or material without first obtaining written authorization from City.

### 3.3 Ownership

All advertising, trade names, plans, or concepts prepared for City shall be the exclusive property of City. Unused concepts developed for City shall also remain the exclusive property of City.

### 3.3 Original Work

Contractor warrants that all materials supplied to City are original creations for City. Contractor agrees to utilize the copyrighted, trademarked, or intellectual property material of a third party only upon obtaining a separate licensing agreement on behalf of City. A separate licensing agreement is not required if the material is in the public domain.

## ARTICLE IV – TERM

### 4.1 Effective Date

This Agreement, and all parties’ rights and obligations hereunder, shall become effective as of the Effective Date.

#### **4.2 Initial Term**

The term of this Agreement shall commence upon [Insert Agreement start date] and shall terminate on [Insert Agreement end date before any extensions] (the “Initial Term”), unless terminated earlier in accordance with the terms of this Agreement.

#### **4.3 Renewals**

This Agreement may be renewed for two (2) additional terms of two (2) years each and then one (1) additional term of one (1) year (each a “Renewal Term”) upon mutual written agreement between City and Contractor. Upon City’s and Contractor’s execution of said written agreement, this Agreement shall be extended for the applicable Renewal Term upon the same terms and conditions as set forth in this Agreement. If Contractor and City fail to enter into such written agreement pursuant to the terms of this Section 4.3, then this Agreement shall terminate upon the expiration of the then-current term.

#### **4.4 Termination**

City may terminate this Agreement at any time upon written notice to Contractor. Unless due to an uncured default under this Agreement, any expiration or termination of this Agreement shall be without prejudice.

### **ARTICLE V – PAYMENTS AND PRICING**

#### **5.1 Pricing**

[TBD per Contractor’s Proposal and terms to be negotiated.]

#### **5.2 Payment Provisions**

Payment shall be made by City to Contractor only after (i) Services have been provided by Contractor; and (ii) an invoice has been received by City in compliance with the terms of this Agreement. Invoices shall include detailed, itemized list of services provided. All invoices shall be both mailed and e-mailed to City. All invoices shall be e-mailed to City at: [accountspayable@flymanchester.com](mailto:accountspayable@flymanchester.com) and all hard copy invoices shall be mailed to City at the following address:

Manchester-Boston Regional Airport  
One Airport Road, Suite 300  
Manchester, New Hampshire 03103

### **ARTICLE VI – INSURANCE**

#### **6.1 Required Insurance**

Beginning on the Effective Date and continuing throughout the Term of this Agreement, Contractor shall maintain, or cause to be maintained, at Contractor’s sole cost and expense, appropriate insurance for the activities contemplated by this Agreement, including, but not limited to, the following minimum amounts and types of insurance coverages required by this Section 6.1 (collectively, the “Insurance”):



INSURANCE TYPE	MINIMUM LIMIT REQUIRED
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability	\$2,000,000
Products/Completed Operations	\$2,000,000 aggregate
Workers' Compensation, including Employer's Liability	New Hampshire Statutory Requirements \$1,000,000 bodily injury per accident \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury by disease (policy limit)
Automobile Liability	\$1,000,000

ALL INSURANCE TYPES AND MINIMUM LIMITS REQUIRED BY CITY ARE SUBJECT TO RE-EVALUATION AND REVISION, AS CITY DEEMS REASONABLY NECESSARY, IN CITY'S SOLE DISCRETION, AT ANY TIME DURING THE TERM OF THE AGREEMENT.

### **6.2 Insurance Coverage and Additional Insureds**

Contractor shall obtain the Insurance from an insurance company authorized to do business in the state of New Hampshire and reasonably acceptable to City. The Insurance shall be in so-called "occurrence" form, including bodily injury, death, and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon City, and all court costs and attorneys' fees and expenses arising out of or connected with the activities contemplated by this Agreement. Where applicable, City of Manchester and the Manchester-Boston Regional Airport shall be named as additional insureds on the Insurance, all of which must be primary and noncontributory with respect to these additional insureds. All insurance limits are subject to re-evaluation and revision, as City deems reasonably necessary, in City's sole discretion, at any time during the Term of this Agreement.

### **6.3 Evidence of Insurance and Material Changes**

Certificates of insurance for the Insurance shall be delivered to City by Contractor within fourteen (14) days from the Effective Date. Contractor shall provide City with thirty (30) days written notice of any substantial or material changes to or cancellation of any of the Insurance.

#### **6.4 Failure to Maintain Insurance**

Contractor shall not violate, nor allow Contractor's employees, contractors, or agents to violate any of the terms, conditions, and provisions of the Insurance. If Contractor fails to maintain and deliver to City the certificates of insurance for the Insurance required by this Agreement, or if the Insurance required by this Agreement are cancelled prior to the end of the Term, City may, but is not obligated to, procure such insurance, or pay any outstanding premiums at Contractor's sole cost and expenses. Procurement of the Insurance or payment of premiums by City will not be deemed a waiver or release by City of a default under the terms of this Agreement, nor of any action City may take under this Agreement as a result of Contractor's default. Failure of Contractor to comply with the required coverage, terms, and conditions outlined in this Article VII will not limit Contractor's liability or responsibility. In the event of an uncured default under this Agreement, all right, title, and interest of Contractor in and to the Insurance then in effect and all proceeds payable thereunder shall thereupon vest in City.

#### **6.5 Waiver of Subrogation**

Contractor hereby agrees to waive, and to require Contractor's insurers to waive, any right of subrogation against City under all the Insurance for any loss arising from or relating to this Agreement.

### **ARTICLE VII – LIABILITY AND INDEMNITY**

#### **7.1 Limitation of City's Liability**

EXCEPT FOR INJURY OR DAMAGE CAUSED BY CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR SHALL RELEASE CITY AND CITY'S AGENTS, EMPLOYEES, CONTRACTORS, OFFICERS, AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR ANY INJURY, DEATH, DAMAGE, LOSS, OR INCONVENIENCE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, LOSS, OR INCONVENIENCE IS CAUSED BY CITY'S SOLE OR CONCURRENT NEGLIGENCE. CONTRACTOR HEREBY ACKNOWLEDGES AND AGREES THAT CONTRACTOR AND CONTRACTOR'S AGENTS PROCEED AT THEIR OWN RISK WITH THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT.

#### **7.2 Indemnification**

CONTRACTOR HEREBY AGREES TO AND SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD CITY AND CITY'S AGENTS, HARMLESS FROM AND AGAINST THE INDEMNIFIED LOSSES, AS DEFINED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY:

- A. CONTRACTOR'S AND/OR CONTRACTOR'S AGENTS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND

B. CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL REQUIRE ALL OF CONTRACTOR'S SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS CONTRACTOR'S RELEASE AND INDEMNITY TO CITY.

### **7.3 Survival of Indemnity**

THE PROVISIONS UNDER THIS ARTICLE VII SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **ARTICLE VIII – DEFAULT**

### **8.1 Events of Default**

The terms "Event of Default" and "Events of Default" whenever used herein, means any one or more of the following events:

- i. Contractor defaults in the performance or observance of any covenants or conditions of this Agreement and such default remains unremedied for ten (10) calendar days after written notice thereof has been given or sent to Contractor by City;
- ii. Any material warranty or representation made by Contractor to City as an inducement to enter into this Agreement or as made herein proves to be false or misleading;
- iii. The dissolution or liquidation of Contractor, or Contractor voluntarily files a petition of bankruptcy or insolvency in any federal court, a receiver is appointed to take possession of Contractor's business operations as a result of any act or omission of Contractor, or Contractor makes an assignment for the benefit of creditors, or Contractor is dissolved or liquidated.

### **8.2 Effects of Default**

In the event of any such defaults described in Section 9.1 herein, City will be entitled to immediately, or at any time thereafter, with or without notice or demand, terminate this Agreement. City's election to terminate this Agreement shall not be construed as a waiver of any claim City may have against Contractor hereunder. Contractor shall pay all costs and expenses incurred by City in enforcing the terms and conditions of this Agreement.

## ARTICLE IX – NOTICES

Any written notice, request, or demand required or permitted by this Agreement will, until either party notifies the other in writing of a different address, be properly given if (i) hand delivered; (ii) sent by certified mail, return receipt requested; (iii) registered first class mail, postage prepaid; or (iv) delivered by a nationally recognized overnight delivery service, and addressed as follows:

To City at: Manchester-Boston Regional Airport  
One Airport Road, Suite 300  
Manchester, New Hampshire 03103

To Contractor at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All such notices shall be deemed effective as of the date of delivery if hand-delivered or sent by overnight delivery service, or three (3) days after such notice is deposited in the U.S. mail if sent by certified or registered mail.

## ARTICLE X – GENERAL PROVISIONS

### 10.1 Applicable Law

Contractor shall comply with all applicable municipal, county, state, and federal laws, ordinances, rules, and regulations. Contractor, to the extent Contractor may legally do so, hereby consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court of the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purposes of any suit, action, or other proceedings arising out of any of the obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections Contractor may have to venue in any such courts.

### 10.2 Severability

The determination by a court of competent jurisdiction and venue that any one or more of the terms, clauses, or provisions of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other term, clause, or provision of this Agreement.

### 10.3 Entire Agreement

Agreement and the Exhibits attached hereto and incorporated herein shall constitute the entire agreement between the parties hereto and no part hereof may be changed, altered, amended, modified, limited, or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by City and Contractor or their respective assigns. Any previous agreement, assertion, statement, understanding, or other commitment before the Effective Date of this Agreement, whether written or oral, shall have no force or effect.

#### **10.4 Interpretation**

The captions of the Sections of this Agreement are to assist the parties in the reading of this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts, or omissions of Contractor, the term “Contractor” shall include Contractor’s agents, employees, contractors, or successors. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement was prepared by one party, it being recognized that City and Contractor have had the opportunity to consult with counsel prior to executing this Agreement.

#### **10.5 Counterparts**

This Agreement may be executed in any number of counterparts, or counterpart signature pages, with the same effect as if all of the signatures on such counterparts appeared on one document, and each such counterpart shall be deemed to be an original document.

#### **10.6 Force Majeure**

Neither City nor Contractor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, globally recognized and declared pandemics, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### **10.7 Compliance with 49 CFR 21 and Title VI of the Civil Rights Act of 1964**

Without limiting the generality of any of the provisions of this Agreement, Contractor, in Contractor’s operations at the Airport, and also as a part of the consideration hereof, shall maintain and operate Contractor’s business and provide Contractor’s services in compliance with and pursuant to Title 49, Part 21, Code of Federal Regulations, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and shall not on the grounds of race, creed, color or national origin discriminate or permit discrimination against any person or group of persons in any manner whatsoever. In addition, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

**City of Manchester,  
Department of Aviation  
("City")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Theodore S. Kitchens, A.A.E.  
Airport Director

**[Insert Company Name]  
("Contractor")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert Name]  
[Insert Title]