

**SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)**

**GENERAL TERMS AND CONDITIONS**

THESE GENERAL TERMS AND CONDITIONS (the “Conditions”) are incorporated into and become a part of the Agreement (the “Agreement”), dated \_\_\_\_\_, \_\_\_\_\_, by and between the **SUSQUEHANNA AREA REGIONAL AIRPORT SARAA** (“SARAA”) and \_\_\_\_\_ (the “Contractor”).

1. **Conditions Incorporated.** These Conditions are incorporated into the Agreement and made a part thereof as if fully set forth therein. In the event of any inconsistencies between the Agreement and the Conditions, the terms and conditions of the Conditions shall control. The Agreement (with the Conditions incorporated) represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral.

2. **Interference or Disruption of SARAA’s Operations.** The Contractor shall, at all times, perform its obligations under and exercise any privileges granted by the Agreement in such a manner as to avoid interference with or disruption of all operations at the Harrisburg International Airport (the “Airport”). Furthermore, Contractor acknowledges and agrees that any rights or privileges granted to the Contractor by the Agreement are subordinate to SARAA’s obligations, as owner of the Airport, to the general public, the airlines, the tenants and the Federal Aviation Administration (“FAA”) at the Airport.

3. **Compliance with Laws and Rules.** In carrying out any activities at the Airport, Contractor shall comply strictly with all requirements of all rules established by SARAA from time to time for activities at the Airport and all governmental authorities having jurisdiction at the Airport, and with all state, federal and municipal statutes, ordinances, regulations, rulings, and other governmental requirements which are or may at any time hereafter become applicable to the Airport, the activities conducted thereon, and/or to the Contractor, including, without limitation, SARAA’s Master Security Plan and/or the FAA security regulations. Failure of the Contractor to take corrective action within ten (10) days from any written notice from SARAA of any violation of any rule or governmental requirement shall, at the option of SARAA, and in addition to any assessment or imposition of any other penalty by law, be cause for immediate termination of the Agreement.

4. **Representations and Warranties of Contractor.** In addition to, and not in substitution of, any representation and warranty of Contractor made in the Agreement, Contractor hereby represents and warrants that:

- (i) Contractor is either (a) incorporated in or has a certificate of authority to do business in the Commonwealth of Pennsylvania, or (b) is sui juris and of full capacity to execute and deliver the Agreement, and to perform all obligations thereunder;

(ii) the persons executing the Agreement on behalf of the Contractor are duly authorized to do so and to legally bind the Contractor without further approvals or authorization of the directors, partners, officers or shareholders of the Contractor;

(iii) the Contractor has the requisite power and authority to enter into and carry out the terms of the Agreement and no further notice to or approval of any board, court, government agency or other body, person or entity is necessary in order to permit the Contractor to perform under the Agreement;

(iv) the Agreement constitutes a legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms; and

(v) the execution and delivery of the Agreement by the Contractor and the performance of the Agreement by the Contractor will not violate any existing order, judgment or decree, or violate or conflict with or result in a breach of any provision of or constitute a default under, any existing indenture, loan document, security instrument or other agreement or instrument to which the Contractor is a party or to which the Contractor is otherwise bound.

5. **Insurance.** Contractor, at Contractor's sole cost and expense, shall maintain and keep in effect throughout the term of the Agreement:

(a) Insurance on an occurrence basis against claims for personal injury (including death) and property damage arising from occurrences on, in or about the Airport, with broad form contractual liability coverage, under a policy or policies of comprehensive general liability insurance or commercial general liability insurance, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate for the acts and omissions of Contractor, its subcontractors and their respective employees, officers, partners, agents or invitees. Without limitation of the foregoing, within thirty (30) days after SARAA's request, Contractor shall have such annual aggregate increased to such amount as SARAA may reasonably request by reason of occurrences during any policy year.

(b) Contractor shall obtain and continuously maintain in full force and effect worker's compensation and employer's liability insurance with statutory benefits, voluntary compensation coverage and employer's liability limits of not less than Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) each accident, Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) each employee for disease, and One Million and 00/100ths Dollars (\$1,000,000.00) policy limit for disease.

(c) Contractor shall purchase and maintain during the life of this contract such Comprehensive Automobile Liability Insurance including Employer's Non-Ownership Liability and Hired Car Liability insurance to protect him and any Subcontractors performing Work covered by this Contract from claims for damages, whether supporting operations by him or anyone directly or indirectly employed by either of them.

Minimum combined single limit for both bodily injury and property damage:

\$1,000,000 Bodily Injury (per person)  
\$3,000,000 Bodily Injury (per accident)  
\$3,000,000 Property Damage

(d) The policies of insurance described above, shall name SARAA (and such other parties as SARAA may from time to time specify) as additional named insured(s) as their interests may appear. The policies of the insurance described in (a) shall contain a severability of interests endorsement, and shall state that they are primary over any insurance carried by SARAA or such other parties; however, in lieu of including SARAA and other parties specified by SARAA as named insureds in Contractor's liability insurance policy, Contractor may include them in such policy as additional insureds if Contractor also provides SARAA and any other parties specified by SARAA with a separate policy of insurance having the limits specified in (a) and in which they are the only named insureds, in which case Contractor's policy and such separate policy shall each state that they are primary over any insurance carried by SARAA or such other parties.

(e) Each insurance policy under this Agreement shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to SARAA and each policy shall be issued by an insurer with a general policy holder's rating of not less than "A-" in the most currently available Best's Key Rating Guide, licensed to do business in the Commonwealth of Pennsylvania. Forthwith upon the execution of this Agreement, each policy (or a duplicate original thereof) shall be delivered by Contractor to SARAA. At least thirty (30) days before any policy shall expire, Contractor shall deliver to SARAA a replacement policy meeting the foregoing requirements, and at least ten (10) days prior to the date that the premium on any policy shall become due and payable, Contractor shall cause SARAA to be furnished with satisfactory evidence of its payment. Each policy shall have attached thereto an endorsement to the effect that no act or omission of Contractor shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as SARAA may from time to time reasonably require.

(f) If Contractor shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish SARAA with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, within the time required as set forth above, SARAA shall have the right, at SARAA's option and without regard to any opportunity to cure provided for elsewhere in this Agreement, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance which Contractor should have paid for. All such payments made by SARAA shall be recoverable by SARAA from Contractor on demand.

(g) If Contractor fails to provide and keep in force insurance as aforesaid, SARAA shall not be limited in the proof of any damages which SARAA may claim against Contractor to the amount of the insurance premium or premiums

not paid or incurred and which would have been payable upon such insurance, but SARAA shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Agreement, and damages, expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Contractor shall have failed to provide or keep in force insurance as aforesaid.

(h) Contractor may carry any insurance required by this Paragraph under a blanket policy for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy and that such policy shall provide that the coverage thereunder for the Airport and occurrences in, or about the Airport shall not be diminished by occurrences elsewhere.

(i) The Contractor agrees that SARAA shall not be liable for and hereby releases SARAA from (i) any injury to the Contractor's business or any loss of income therefrom or for damage to any machinery or equipment or other property of the Contractor, or the Contractor's officers, partners, employees, agents, or invitees; (ii) the loss of or damage to any property of the Contractor by theft or otherwise; or (iii) any injury or damage to property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other case whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising at the Airport, or from other sources or places, except to the extent directly caused by the SARAA's gross negligence or intentional misconduct.

6. **Indemnification**. Subject to the limitation set forth below, Contractor agrees to indemnify and hold SARAA harmless from and against any and all claims, including all reasonable attorney fees and other expenses of SARAA, for, or in connection with, any accident, injury or damage whatsoever caused to any person or property and arising, directly or indirectly, out of the business conducted at the Airport or occurring in, on or about the Airport or any part thereof or arising directly or indirectly from any act or omission of Contractor or any subcontractor, or their respective officers, partners, agents, employees, invites or licensees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including reasonable attorney fees, except to the extent directly caused by SARAA's gross negligence or intentional misconduct.

7. **Environmental Laws**.

(a) Contractor covenants and agrees (i) to comply with all applicable environmental laws, (ii) not to discharge, dump, spill, handle or store at the Airport any hazardous substances, materials, or wastes (as defined in any environmental law, as defined below), (iii) not to disturb the surface of the Airport (except as expressly provided in the Agreement or as approved in writing

by SARAA), and (iv) to provide to SARAA, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Contractor under environmental laws or which seeks criminal or punitive penalties from Contractor for an alleged violation of environmental laws. Regardless of the foregoing, Contractor may handle and store hazardous substances and materials at the Airport as may be customarily handled and stored in connection with the operation of Contractor's business so long as such substances and materials are stored and handled in accordance with all environmental laws (as defined below). Contractor further agrees to advise the SARAA in writing as soon as Contractor becomes aware of any condition or circumstance which may result in a potential violation of any environmental laws. This provision shall not relieve Contractor from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

(b) If in the opinion of SARAA, there exists any uncorrected violation by Contractor of an environmental law or any condition resulting from the acts or omissions of Contractor, its subcontractors, or their officers, partners, employees, agents, contractors or invitees which requires, or may require, a cleanup, removal or other remedial action (the "Remedial Action") by Contractor under any environmental laws and if the Remedial Action is not completed by Contractor within fifteen (15) days from the date of written notice from SARAA to Contractor, the SARAA may declare an event of default hereunder; provided that if violation reasonably cannot be mitigated within fifteen (15) days from the date of the written notice and Contractor promptly commences and thereafter diligently pursues the completion of the mitigation, then the fifteen (15) day period shall be extended until the mitigation is completed.

(c) For the purposes of this Agreement, the term "environmental law" shall mean all federal, state and local statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances, materials or wastes including, but not limited to, the Pennsylvania Hazardous Sites Clean-Up Act of 1988, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, and regulations of the Nuclear Regulatory Agency.

(d) Contractor agrees fully to indemnify and save and hold harmless SARAA (the "Indemnified Parties") from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from Contractor, its

subtenants or their officers, partners, agents, employees, contractors or invitees violating provisions of this Paragraph. The Indemnified Party or Parties shall give to Contractor prompt and reasonable notice of any such claim or action, and Contractor shall have the right to investigate, compromise, and defend the same.

8. **Mechanics Liens.**

(a) No work performed by the Contractor pursuant to the Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of SARAA so that no mechanic's or other lien shall be allowed against the estate of SARAA by reason of any consent given by the SARAA to the Contractor to improve the Airport. The Contractor shall (if directly performing work at the Airport) or shall cause Contractor's contractor (if work is being performed under the Agreement by a contractor engaged by Contractor) timely file a duly executed and fully effective waiver of mechanics liens under the Pennsylvania Mechanics Lien Law in the Office of the Prothonotary of Dauphin County or Cumberland County, as applicable. Contractor agrees, and any contracts or subcontracts entered into by the Contractor for work at the Airport shall provide: that notwithstanding anything in said contracts or subcontracts to the contrary, the Contractor and all contractors, subcontractors, suppliers and materialmen will perform the work and/or furnish the required materials on the sole credit of the Contractor; that no lien for labor or materials will be filed or claimed against the SARAA's interest in the Airport; that the Contractor will immediately discharge any such lien filed; and that the Contractor will indemnify and save the SARAA harmless from any and all costs and expenses, including reasonable attorneys' fees, suffered or incurred as a result of any such lien against the SARAA's interest that may be filed or claimed in connection with or arising out of work undertaken by the Contractor.

(b) Contractor shall pay promptly when due all persons furnishing labor or materials with respect to any work performed by the Contractor or its contractors on or about the Airport. If any mechanic's or other liens shall at any time be filed against the Airport by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to the Contractor, and regardless of whether any such lien is asserted against the interest of the SARAA or the Contractor, the Contractor shall within ten (10) days cause the same to be discharged of record or bonded to the satisfaction of the SARAA. If the Contractor shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of the SARAA, the SARAA may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the SARAA, including reasonable attorneys' fees incurred by the SARAA either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the rate of fifteen percent (15%), shall be due and payable by the Contractor to SARAA upon demand.

9. **License Fees and Permits.** Contractor shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of the Agreement and the privileges extended thereunder.

10. **Assignment.** Contractor shall not assign or otherwise transfer its interest under the Agreement without obtaining the prior written consent of SARAA, which consent shall be at SARAA's sole and absolute discretion. SARAA may assign or otherwise transfer its interest, duties, rights and/or obligations hereunder to any authority or other successor in interest. SARAA may assign, pledge or take appropriate action with respect to the Agreement and its rights and interest thereunder for any purpose relating to obtaining loans, the issuance of bonds, or other revenue generating devices without obtaining the consent of the Contractor.

11. **Security.** In the event the Contractor is to access the Airport under the Agreement, SARAA is not responsible to provide, or cause to be provided, any security protection during the term of the Agreement, except for any security arrangements routinely provided by SARAA to other third party users of the Airport. The Contractor shall have the right, but shall not be obligated to provide, such security protection as it may desire at its own cost. Such right, whether or not exercised by Contractor, shall not in any way be construed to limit or reduce the obligations of the Contractor hereunder.

12. **Independent Contractors.** SARAA and the Contractor are independent Contractors, and the Agreement shall not be deemed to establish any joint venture, partnership or relationship of the parties other than that of independent contractors.

13. **Standard of Performance.** Contractor agrees to provide services under the Agreement in accordance with the highest generally accepted standards and practices for the services being provided.

14. **Termination of Agreement for Cause.** If for any reason, Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice. Upon receipt of a notice of termination, the Contractor shall work cooperatively with SARAA to arrange for a prompt, efficient and transfer of any work in progress under the Agreement to SARAA or any contractor selected by SARAA.

15. **Ownership and Delivery of Documents.** All documents, data, plans, reports and other materials prepared by Contractor under the Agreement shall be the property of SARAA. At the time of completion of Contractor's obligations under the Agreement, and within ten (10) days of the termination or expiration of the Agreement, whichever shall first occur, the Contractor shall deliver to SARAA, without cost to SARAA, all original plans, maps, data, materials, reports and other documents prepared by Contractor or its subcontractor under the terms of the Agreement. In addition, the Contractor, at the Contractor's cost, shall provide drawings, specifications, plans, maps, data, materials and reports in a software format selected by SARAA from the software formats being utilized by Contractor. No reports, maps, plans, or

other documents produced under the Agreement shall be subject to copyright by or on behalf of Contractor.

16. **Nondiscrimination/Sexual Harassment.**

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, creed, religion, color, age, sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status who is qualified and available to perform the work to which the employment relates.

(ii) Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Agreement on account of race, creed, religion, color, age, sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status.

(iii) The Contractor and any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice of sexual harassment will not be tolerated and employees who practice it will be disciplined.

(iv) The Contractor shall not discriminate on the basis of race, religion, color, age, sex, disability, national origin, ancestry, disabled veteran status or Vietnam-area veteran status in the selection and retention of subcontractors or in the procurement of materials or supplies or leases of equipment. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by SARAA or any other appropriate governmental entity for purposes of investigation to ascertain compliance with the provisions of this non-discrimination/sexual harassment clause. If the Contractor does not possess documents of record reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by SARAA or any other appropriate governmental authority.

(b) The Contractor shall include as covenants, agreements and obligations of concessionaires and subcontractors, the non-discrimination/sexual

harassment provisions contained in this section in all contracts and agreements, including, but not limited to, contracts for the procurement of materials or supplies or leases of equipment. The Contractor shall take such action with respect to any subcontractor, supplier, lessor or other applicable entity as SARAA or any appropriate governmental authority may direct as a means of enforcing such provisions, including the enforcement of sanctions for noncompliance.

(c) The Contractor agrees that it shall furnish to SARAA or any other appropriate governmental authority, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

(d) These provisions are required by the FAA pursuant to Title 14, Code of Federal Regulations, Part 152, 45 Federal Register 10184 (February 14, 1980), as a condition of an a prerequisite to SARAA's receipt of Federal assistance in connection with certain airport facilities.

(e) SARAA may cancel or terminate this Agreement, and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this nondiscrimination/sexual harassment clause.

17. **Americans with Disabilities Act.** During the term of this Agreement, the Contractor agrees as follows:

(a) Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "general prohibitions against discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless SARAA from all losses, damages, expenses, claims, damages, suits and actions brought by any party against SARAA as a result of the Contractor's failure to comply with the provisions of this paragraph.

18. **Civil Rights.** The Contractor covenants and agrees that it will comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, now or hereafter in effect, promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted on the Airport.

19. **Affirmative Action.** With respect to the Airport, the Contractor covenants and agrees that it will undertake an affirmative action program as required by 14 CFR Part 152,

Subpart E, to insure 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; 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 that Subpart; and that it will require that its covered suborganizations provide assurance to the Contractor that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect and to the extent that said requirements are applicable, as a matter of law, to Contractor.

20. **Subordination to U.S. Government.** This Agreement shall be subordinate to the provisions of any existing or future agreements(s) between SARAA and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to SARAA for Federal funds for the development of the Airport, provided that if any such agreements shall materially adversely effect the Contractor's right to use the Airport in accordance with this Agreement, then Contractor may terminate this Agreement upon thirty (30) days' written notice to SARAA.

21. **Waiver.** No waiver, default or failure to demand performance of any of the terms or conditions of the Agreement shall be construed as a waiver of any subsequent default of any of the terms and conditions of the Agreement, and neither party shall be precluded from later enforcing any of the terms and conditions of the Agreement.

22. **Notices.** Any notices, demands, requests or other instruments which are or may be required or permitted hereunder, shall be deemed sufficiently given if delivered (i) in person, or sent by (ii) registered or certified United States mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier services, such as Federal Express, for next business day delivery and addressed to SARAA or the Contractor at the addresses set forth below:

To SARAA: Mr. Timothy J. Edwards, Executive Director  
Susquehanna Area Regional Airport Authority  
Harrisburg International Airport  
One Terminal Drive  
Middletown, PA 17057

with a copy to: Deputy Director of Finance  
Susquehanna Area Regional Airport Authority  
Harrisburg International Airport  
One Terminal Drive  
Middletown, PA 17057

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

or at such other person or address as either party may specify by notice given as provided herein to the other party. All notices shall be deemed to have been given upon receipt, except for notices sent by certified mail, return receipt requested, which the addressee party refuses delivery. In that event, the notice shall be deemed to have been given on the date on which the party first refuses delivery.

23. **Confidentiality**. No documents, data, plans, reports or other documents or materials arising out of the Agreement shall be made available by Contractor to any other individual or entity without the prior written consent of SARAA.

24. **Availability of Records**. Contractor agrees to keep all records pertaining to the services performed under the Agreement and to make such records available to SARAA and the Federal Aviation Administration during the term of the Agreement and for a period of not less than three (3) years following the final payment for services performed under the Agreement. If requested in writing, the Contractor shall make copies of such records available to SARAA at the offices of SARAA, at the Contractor's cost.

25. **Successors**. Respective rights and obligations provided in the Agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Contractor unless SARAA's written consent for the transfer to such successor has first been obtained.

26. **Captions**. Marginal captions, titles or exhibits to the Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of the Agreement.

27. **Entire Agreement**. The Agreement, including all exhibits, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof. There are not customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution thereof, other than those contained herein.

28. **Interpretation**. In interpreting the Agreement, there shall be no inference, by operation of law or otherwise, that any provision of the Agreement shall be construed against either party hereto. The Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted.

29. **Governing Law**. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any action to enforce or interpret this Agreement or otherwise arising from this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

30. **Amendment**. The Agreement shall not be amended except by a writing executed by both parties.

31. **Severability**. If any term or provision of the Agreement, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of the Agreement, or the application of such terms or provisions which have been held valid or enforceable, shall not be affected thereby.

32. **Counterparts/Facsimile**. The Agreement may be executed in any number of identical counterparts, all of which shall evidence only one agreement. A signature to the Agreement delivered by telecopier or other artificial means shall be deemed valid if a manually signed copy of such signature is delivered within two (2) days after such telecopy or other signature is delivered.

33. **Contractor Integrity**. The Contractor integrity provisions attached hereto as Exhibit "A" and incorporated herein by this reference shall be applicable to the Agreement.

Rev.5/24/07