

# TERMS and CONDITIONS

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1. Facility Alteration Permit approval expiry dates are dependent on the expiry guidelines set for by the local authorities having jurisdiction. All Facility Alteration Permits which are expired will have to be re-applied to and approved by Edmonton Airports. Resubmissions will be accepted by Edmonton Airports' Technical Services department for processing. Please call (780) 890-8433 for further information.
2. This permit conveys permission to undertake the alteration described herein. This permit does not constitute an assessment, evaluation, or warranty of any kind or nature by Edmonton Airports of the quality of materials, design and construction employed in the performance of the work to be done by the Applicant, and Edmonton Airports assumes no responsibility for the consequences thereof.
3. This permit does not constitute a warranty of any kind or nature by Edmonton Airports of the location of any underground utilities.
4. Any locates of underground utilities completed by Edmonton Airports is done so in good faith and with the best information available. Edmonton Airports assumes no responsibility for the consequences thereof. It is assumed and recommended that the Applicant conduct a complete utility locate for the entire site, by a third party prior to any excavation.
5. In the performance of the work the Applicant shall conform with all federal, provincial, municipal and local laws, regulations, bylaws or Codes, which are applicable to Edmonton Airports.
6. The Applicant shall also observe and obey (and compel its officers, employees, agents and contractors to observe and obey) the rules and regulations of Edmonton Airports now in effect which are applicable to the performance of the work, and such further applicable rules and regulations which may from time to time during the said performance be promulgated by Edmonton Airports for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the facility or for the safe and efficient operation of the facility.
7. The Applicant shall indemnify and hold harmless, Edmonton Airports, its directors, officers, agents and employees, against and from
8. the risk of injuries (including wrongful death) or damage direct or consequential, to it or them or to it or their property arising out of or in connection with the performance of the work, and (b) the risk of claims and demands by third persons including the legal costs incurred by Edmonton Airports on a solicitor and his own client basis to defend such claims or demands, arising or alleged to arise out of the performance of the work and to the conditions of the leased premises during the performance of the work and following the completion of the work, whether such risks arise out of acts or omissions of the Applicant, its contractors or otherwise.

9. The Applicant shall pay all claims lawfully made against it by contractors, subcontractors, suppliers and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work and the conditions of the leased premises during the performance of the work, and shall cause all contractors and subcontractors to pay all such claims lawfully made against them.
10. No changes or revisions shall be made to the work authorized by this permit without prior approval of the Assigned Edmonton Airports' Technical Services department and its designated official.
11. Edmonton Airports reserves the right to halt or suspend the work should the terms or conditions of the Facility Alteration Permit not be complied with.
12. The Applicant shall notify the Assigned Edmonton Airports' Technical Services department not less than two days prior to the commencement of the work and shall complete the same within the number of days specified in Part 1 of this Facility Alteration Permit application. The Applicant shall advise the Assigned Edmonton Airports' Technical Services department when the work is substantially complete. Upon substantial completion of the work the Applicant shall deposit with the Assigned Edmonton Airports' Technical Services department one copy of the drawing(s) showing the as-built facilities in both hardcopy (mylar) and electronic (CADD) formats. If as-built drawings are not submitted within 30 days of project completion, a charge will be levied against the Applicant which the Applicant promises to pay, based on Edmonton Airports' cost to have the as-built drawings completed for the project.
13. In the performance of the work, the Applicant shall not do or permit to be done any act affecting the operation of any existing plumbing, heating, fire-alarm, sewage, drainage, water supply, electrical sprinkler, ventilating, refrigerating, fuel, or communication system at the facility, or other such service system threat, including all pipes, tubes, lines, mains, wires, conduits, equipment and fixtures, except with the express written approval of the Assigned Edmonton Airports' Technical Services department, it's resident engineer, or it's designated official.
14. Prior to the commencement of the work and throughout the performance thereof, the Applicant shall erect and maintain at its own expense in or about the space such barriers, shields and other suitable protective devices for the protection of the public and others and their property. The work shall be performed in such a manner as will cause the minimum inconvenience to members of the public and others at the facility.