

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- A. The Contractor represents and warrants that it has the requisite skill and expertise, trained personnel, and equipment to perform the Pest Control Services hereunder.
- B. The Contractor represents and warrants that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax certificate from Lowndes County Commissioners.
- C. The Contractor represents and warrants that it shall at all times during the term of this Agreement maintain lawfully required worker's compensation, comprehensive general liability and automotive liability insurance, with such limits as required by the Labor Code of the State of Georgia and employer liability limits of \$500,000 per accident. The Contractor represents that it has provided to the County a copy of its currently in effect workers' compensation and employers' liability insurance certificates, and will do so in the future upon request and at the beginning of each renewal term.
- D. The Contractor represents and warrants that it shall at all times conduct the Pest Control Services under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations.

**ARTICLE V  
MISCELLANEOUS**

**Section 1. Contractor Point of Contact.** The County reserves the right to deal exclusively with Rick Lewis, an employee of Contractor as Contractor's representative in all matters concerning this Agreement.

**Section 2. No Subcontracting.** Contractor may not subcontract out or delegate to or otherwise cause the Maintenance Services or any other services Contractor is to perform hereunder to be performed by any third parties.

**Section 3. Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereto.

**Section 4. No Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County.

**Section 5. Independent Contractor.** Contractor at all times is an independent contractor in providing services pursuant to this Agreement and not an agent or employee of the County. Contractor will pay in a timely manner all income taxes,