

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- A. The Contractor represents that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax registration from Lowndes County (or other applicable jurisdiction).
- B. The Contractor represents that, if it uses a herbicide to carry out any of his obligations under this Agreement, it has a valid Commercial Herbicide Applicator's license for Right of Way applications issued by the Department of Agriculture and shall only use EPA registered herbicides in accordance with label instructions and restrictions.
- C. The Contractor shall at all times during this Agreement maintain lawfully required worker's compensation and employers' 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 any renewal term.
- D. The Contractor will maintain or carry in-force liability insurance, including personal injury liability, blanket liability, blanket contractual liability, and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) at all times during this Agreement. This insurance shall designate the County as an additional insured. This insurance shall be non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the County. Cancellation of this insurance will be considered a material breach of this Agreement. The Contractor represents that it has provided to the County a copy of its currently in effect liability insurance certificate, and will do so in the future upon request and at the beginning of any renewal term.

**ARTICLE V
MISCELLANEOUS**

- A. The County reserves the right to deal exclusively with the Contractor in all matters concerning this Agreement. Contractor may not subcontract out to or otherwise cause the Maintenance Services hereunder to be performed by third parties.
- B. This Agreement is in no way deemed to create a debt incurred by the County for the payment of any sum beyond the calendar year of execution.