

8. API, upon the termination of this Agreement, shall have the right within a reasonable time after such termination, to remove from the Facility any and all of its equipment and other property.
9. The agreement may not be modified orally, but only in writing signed by the parties hereto affixed to this agreement as an Amendment hereto.
10. API Incorporates by reference and make a part of the contract the EEO clause set forth in CFR 60-1 4 (a) (1)-(7), 60-250.4 and 60-741.4, and the “Americans With Disabilities Act of 1990” as amended.
11. Any failure by the parties at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of the parties at any time to avail itself of same.
12. This Agreement is entire as to all of the performances to be rendered under it. If there is a discrepancy between any document and the Agreement, then the Agreement and any attachment, exhibits, or addendum thereto shall govern.
13. This Agreement shall be binding upon successors, assigns or transferees of the Customer and API.