

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 each renewal term.

ARTICLE V MISCELLANEOUS

- A. The County reserves the right to deal exclusively with ___Outdoor Living Southeast in all matters concerning this Agreement. Contractor may not subcontract out to or otherwise cause the Maintenance Services or any other services performed 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, and in the case of the renewal(s) of the contract if any, beyond the calendar year of each respective renewal.
- C. Either party reserves the right to terminate this Agreement for non-compliance by the other party by issuing thirty (30) days written notice detailing such non-compliance to the non-performing party and such non-compliance is not corrected within such thirty (30) day period.
- D. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the Lowndes County Manager.
- E. If any conflicts between this Agreement and the Contractor's Bidding Proposal and Specifications arise, the terms of this Agreement are deemed to absolutely prevail.
- F. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the performance by Contractor of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. The County reserves the right to oversee the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement or schedule in this Agreement shall be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any persons who receives any form of consideration for services or who performs any services towards the performance of this Agreement.
- G. 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.
- H. 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.
- I. 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