

or its agents, representatives, or invitees, or if such damage or injury is caused by reason of a defective condition upon the Pine Straw Property, and (ii) all claims, liability, loss, cost and expense (including attorney fees and other costs of defense and costs of settlement) arising from or relating to any violation or breach of this Agreement by Harvester and/or from the Harvester's pine straw harvesting and other activities and operations.

11. NON-ASSIGNMENT; CHANGES IN PINE STRAW PROPERTY. Harvester shall not assign this Agreement, or any part thereof, or use the same for any other purpose than as above stipulated unless such assignment or use for any other purpose shall first be agreed to in writing by the County. Harvester shall make no alterations or additions to the subject Pine Straw Property without the prior written consent of the County.

12. INSURANCE. Harvester shall pay, be responsible for, and at all times maintain commercial general liability insurance in an amount no less than \$2,000,000 and workers compensation insurance in required statutory amounts. Harvester shall cause the County to be named as an additional insured in such insurance coverage. Harvester shall provide the County with a Certificate of Insurance evidencing such insurance coverages upon the execution of this Agreement, at the beginning of each Pine Straw Harvesting Year, and upon the request of the County. Harvester shall pay and be responsible for its own insurance for Harvester's equipment and other properties and assets as may be located at the Pine Straw Property.

13. UTILITIES. Harvester shall not utilize or have access to electrical, water or other utilities (whether of the County or others) at the Pine Straw Property, nor shall Harvester construct or install (or cause others to do so) any utility equipment or service lines to or upon the Pine Straw Property.

14. DAMAGED TREES, FENCES, DRIVEWAYS, AND EQUIPMENT. Harvester shall use