

and against any federal, state or local tax liability or penalties that may arise from the payments made to Vendor pursuant to this Contract. Vendor acknowledges that neither it nor its employees are eligible for any benefits provided by the County to its employees and have not been promised any future employment with the County.

8. Prohibition of Assignment and Subcontracting.

No rights under this Contract may be assigned by Vendor and no obligations of Vendor may be assumed by any person other than Vendor without the prior express written approval of the County.

9. Indemnity.

Vendor agrees to fully exonerate, indemnify, defend and save harmless the County, its commissioners, employees or agents, from and against any and all suits, actions, claim, demands, liens, losses, damages, fines, judgments or decrees, and any expenses in connection with such, including, without limitation, attorneys' fees and costs of any settlement, based upon or arising out of:

- a. the violation of any statute, ordinance or regulation by Vendor, its employees, subcontractors and agents;
- b. any claim that Vendor is not an independent contractor or that any employee of Vendor is not an employee of Vendor;
- c. any other willful or negligent act or omission of Vendor, its employees, subcontractors or agents, arising from or in connection with this Contract; or
- d. breach or violation of this Contract by Vendor, its employees, subcontractors or agents.

10. Waiver.

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

11. Notices.

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party (b) sent postage paid by certified mail, return receipt requested, (c) sent by receipted overnight delivery service, or (d) sent by confirmed facsimile with confirming copy via regular U.S. mail, to the other party at the following address: