

- C. Either party reserves the right to terminate this Agreement for non-compliance by the other party by issuing thirty (30) days written notice 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 execution 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 should 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 execution 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 manner all income taxes, employment taxes, and other taxes relating to payments made to it by County pursuant to this Agreement.
- J. Contractor agrees to indemnify, save and hold harmless, and defend the County, its commissioners, officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death), including the use of any herbicides or other chemicals used in performing its obligations under this Agreement which arise out of or relate to Contractor's operation and provision of the Maintenance Services and of Contractor's other obligations under this Agreement, including but not limited to, reasonable attorney's fees and cost if such fees and costs are deemed necessary by the County.