

to writing, signed by the County and Harvester, and made a part of this Agreement.

17. DESIGNATION OF REPRESENTATIVE. The County hereby reserves the right to designate in writing an authorized representative to act in its place in compliance with all the terms and conditions of this Agreement and to take whatever action and to do whatever acts the County could do under the terms and conditions on this Agreement.

18. NO LEASE. This Agreement grants Harvester certain limited rights to harvest and remove ground laden pine straw from the County's Pine Straw Property. The Agreement is not a lease and does not transfer any ownership, tenant or other possessory rights of any real property on which the pine straw is to be harvested, collected, or stored.

19. NO THIRD-PARTY BENEFICIARIES; NO PARTNERSHIP, JOINT VENTURE, OR AGENCY. Nothing contained in this Agreement shall create a contractual relationship with, cause of action, or any other rights in favor of a third party against the County. There are no third party beneficiaries to this Agreement. Further, the County and Harvester are independent of one another and nothing in this Agreement shall be construed as creating any relationship of agent, partner, or joint venturer between the parties. Harvester shall be, and is, an independent entity and operation, and is not a part of or an employee or agent of the County, and Harvester is operating its business, activities and other operations and services in its own manner and methods (subject to the overall requirements of this Agreement), and at its sole cost, risk and expense. Harvester and its officers, directors, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise. Harvester hereby agrees to indemnify and hold harmless the County, and its Commissioners, employees, independent contractors, and agents, from and against any and all loss, cost, expense, claim, or liability (including attorney fees and other costs of defense and costs of settlement)