

not from time to time perform the Tank Maintenance Services without all such insurance in place. Contractor shall require subcontractors to have in place the same insurance as Contractor is required to have. Contractor's failure to have in place all such insurance and in accordance with this Agreement shall be a material breach of this Agreement by Contractor. Contractor shall pay and be responsible for its own insurance for its equipment and other properties and its operations.

Contractor shall provide Lowndes County with a Certificate of Insurance evidencing such insurance coverages upon the execution of this Agreement, at the beginning of each year of this Agreement, and upon the request of Lowndes County.

All of Contractor's insurance shall be in addition to any other remedies that Lowndes County may have whether under this Agreement or at law.

10. Independent Contractor. Contractor shall be and remain an independent contractor with respect to all Tank Maintenance Services and under the Agreement. Contractor shall be fully liable for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed under any state, federal or local laws which are measured by the wages, salaries, or other remuneration paid to persons employed or engaged by Contractor for work performed under the terms of the Agreement. Contractor further shall obey or satisfy all applicable rules, regulations, and requirements issued or promulgated under said respective laws. Contractor shall indemnify and save harmless Lowndes County from any contributions, taxes, or liability referred to in this Section.

11. Indemnity. Contractor shall indemnify and hold harmless Lowndes County and its commissioners, officers, employees, and agents, and all persons or entities acting on their behalf, from and against any and all losses, claims, obligations, liens, encumbrances, liabilities, causes of action, damages, costs and expenses (including, without limitation, orders, judgments, amounts paid in settlement, and reasonable attorney's fees and expenses), including without limitation, injury to or death of persons and/or damage to (including loss of use of) or destruction of any property or contamination of or adverse effect on humans, animals, aquatic life or the environment, that arise directly or indirectly from or as a direct or indirect result of, or are directly or indirectly connected with or caused by, (i) any breach or violation of any of the representations, warranties, agreements or covenants made by the Contractor in this Agreement; or (ii) any negligent act or omission hereunder by the Contractor or its directors, officers, owners, affiliates, members, managers, employees, direct and indirect subcontractors, and agents, and all persons or entities acting on its behalf. Lowndes County shall have the right of setoff against the Maintenance Fee otherwise due Contractor under this Agreement for any and all amounts for which Lowndes County is to be indemnified under this Section.

12. Force Majeure. No liability shall result from the delay of performance or non-performance, in whole or in part, if such delay or non-performance is due to acts of god, fire, flood, riot, war, sabotage, labor strike, or embargo, and which circumstance was not reasonably foreseeable by the performing party.