

**13. Notice.** All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery; prepaid first-class mail, certified or registered, with return receipt requested; confirmed facsimile or telecopy; or by a nationally recognized commercial overnight courier service maintaining written records of delivery; and shall be deemed to have been duly given, served, sent and received for all purposes at such time as it is delivered (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation, at the address as follows:

If to Lowndes County:

Board of Commissioners of Lowndes County  
327 North Ashley St.  
Valdosta, GA 31601  
Attention: Utilities Director

If to Contractor:

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or to such other address as each party may designate for itself by like notice.

**14. Amendment or Waiver.** This Agreement may be changed, waived, discharged or terminated only by a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

**15. Severability.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**16. Dispute Resolution.** Each party to this Agreement agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute relating to the Tank Maintenance Services or this Agreement. Each party agrees to cooperate with the