

5. Right to Terminate.

- a. Either party may terminate this Contract at any time for any or no reason by giving written notice of such termination to the other party to this Contract. If either party gives such notice of termination, this Contract shall be terminated effective thirty (30) days from the other party's receipt of such notice of termination.
- b. The County shall have the right to terminate this Contract immediately at any time by written notice to Vendor in the event of a breach by Vendor of its obligations hereunder.
- c. This Contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Contract.
- d. In addition to the other termination provisions of this Contract and notwithstanding anything in this Contract to the contrary: This Contract shall terminate absolutely and without further obligation on the part of Lowndes County at the close of such calendar year in which it was executed and the close of each succeeding calendar year during any renewal term of the Agreement; provided, however, this Contract shall thereupon automatically renew for the remainder of such initial or renewal term (but not longer than the next close of a calendar year occurring in such initial or renewal term) unless positive action to terminate this Contract is taken by the Lowndes County Board of Commissioners within thirty (30) days prior to such close of the calendar year, such action being Lowndes County's electing to terminate this Contract and giving written notice of such termination to Vendor.
- e. In the event of termination of this Contract, the County's liability to Vendor shall be limited to payment for the Water and related products and services actually furnished to the satisfaction of the County prior to such termination; provided, however, and notwithstanding the foregoing, title to any supplies, materials, equipment, or other personal property shall remain in Vendor until fully paid for by the County.

6. Status of Vendor.

It is mutually agreed that Vendor and its employees are independent contractors, not employees or agents of the County, and as such are solely responsible for payment of all federal, state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Contract or receipt of compensation therefore. Vendor agrees to indemnify and hold the County harmless from 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.