

- K. This Agreement may not be assigned by either party hereto without the prior written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- L. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Proficient Pool and Lawn, Inc.
1420 Gornto Rd.
Valdosta, GA 31602

As to County:

Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, Georgia 31601
Attn: County Manager

Or to such address as shall be furnished by such notice to the other parties.

- M. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- N. If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provisions the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- O. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- P. [intentionally left blank]
- Q. Attachment "A" attached hereto and entitled, "Contract or Affidavit & Agreement" is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.