

Section 3.29. Notice. All notices and other communications under a franchise 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 telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, 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 specified for the County and the franchisee in the franchisee's franchise or to such other address as the County or the franchisee may designate for itself by like notice.

Section 3.30. Amendment. A franchise may be amended only by a writing signed by both the County and the franchisee.

Section 3.31. Waiver. Any waiver of any breach of a franchise or violation of this Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of a franchise or violation of this Ordinance.

Section 3.32. Severability. To the extent any provision of a franchise 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 the franchise.

Section 3.33. Governing Law. A franchise issued pursuant to this Ordinance shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

Section 3.34. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of a franchise or violation of this Ordinance by a franchisee, the County shall provide written notice of such breach or violation to the franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, the franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to the franchisee requiring the franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why its franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate the franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow the franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or