

5. **IMPROVEMENTS** – The CONCESSIONAIRE acknowledges that the structures and improvements located upon the PREMISES were constructed beginning in the 1930's and that the DEPARTMENT makes no warranty of any kind as to their soundness or fitness for any purpose. The CONCESSIONAIRE accepts the structures and improvements on an "as is, where is" basis. CONCESSIONAIRE shall be permitted to make changes and/or improvements to the PREMISES only with the prior written consent of the DEPARTMENT. The CONCESSIONAIRE acknowledges and agrees that the museum building located on the PREMISES is on the National Register of Historic Places and cannot be altered in any way. Any plan to alter or repair any building on the PREMISES must meet the Secretary of the Interior's Standards for Rehabilitation and be reviewed by the DEPARTMENT's Cultural Interpretive Resources Unit prior to the onset of work. All personal property on the PREMISES on the Effective Date will remain on the PREMISES.

6. **APPLICABLE LAWS AND REGULATIONS** –

A. The CONCESSIONAIRE shall comply with all applicable local, State and Federal laws and regulations for operation on the PREMISES. The CONCESSIONAIRE shall obtain all permits and licenses, pay all charges, fees, or taxes as required by the State of Georgia or its political subdivisions for the operation on the PREMISES. The CONCESSIONAIRE agrees that it will comply with applicable worker compensation laws of the State of Georgia, and that it will also comply with all minimum wages, maximum hours, and other laws, rules and regulations applicable to conditions of employment upon or in connection with the PREMISES.

B. Each party hereby certifies that it has complied with, and will continue to comply with during the term of this Agreement, the applicable provisions of the GSICA, O.C.G.A. § 13-10-90 et seq.

7. **NON-DISCRIMINATION** - The CONCESSIONAIRE shall not discriminate against any person or persons based on race, color, gender, age, national origin or disability in the conduct of operations on the PREMISES.

8. **PAYMENT OF BILLS, CHARGES AND FEES** - The CONCESSIONAIRE shall bear and pay in full, as they shall become due and before the same shall become delinquent, and shall be liable to the DEPARTMENT for the payment of, any and all utility bills, paving assessments, sewage assessments or curbing assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, which during the full term (or any portion thereof) of this