

- B. The CONCESSIONAIRE acknowledges that it may be suspended, terminated or debarred if it is determined that:
1. The CONCESSIONAIRE has made false certification hereinabove; or
 2. The CONCESSIONAIRE has violated such certification by failure to carry out the requirements of the Code of Georgia Section 50-24-3.

16. **TERMINATION**

- A. In the event that either of the parties to this AGREEMENT is not in compliance with any of the provisions of this AGREEMENT, either party may terminate this AGREEMENT by giving thirty (30) days written notice thereof to the other party. Also, the DEPARTMENT, upon finding that a violation constitutes a health or safety hazard to humans, may suspend the use of the operation or facility until such time as the violation is corrected or this AGREEMENT is terminated. Further, the filing of or acquiescing in by the CONCESSIONAIRE of any proceeding seeking any reorganization, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or appointment of any trustee or receiver for the CONCESSIONAIRE'S assets shall constitute a default under this AGREEMENT. Termination for non-compliance will not preclude the enforcement of any right under this AGREEMENT.

17. **MISCELLANEOUS PROVISIONS**

- A. This AGREEMENT and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- B. The parties hereto certify that the provisions of law prohibiting certain full and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State contained in O.C.G.A. Sections 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this AGREEMENT.
- C. All exhibits referenced in this AGREEMENT and attached hereto are incorporated herein and made a part hereof.
- D. This AGREEMENT and the proceeds of this AGREEMENT may not be assigned, except with the prior express written consent of the DEPARTMENT. CONCESSIONAIRE shall not engage any subcontractor in connection with the performance of this AGREEMENT without the prior express written consent of the DEPARTMENT.