

- E. The failure of the DEPARTMENT at any time to require performance by the CONCESSIONAIRE of any provision hereof shall in no way affect the right of the DEPARTMENT thereafter to enforce that same provision or any part of the AGREEMENT, nor shall the failure of the DEPARTMENT to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the AGREEMENT itself.
- F. The CONCESSIONAIRE covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this AGREEMENT. The CONCESSIONAIRE further covenants that, in the performance of this AGREEMENT, it shall not employ or contract with any person having any such interest. Employees of the DEPARTMENT and their family members shall be prohibited from being employees or managers of the concession.
- G. It is agreed that for the purpose of this AGREEMENT the CONCESSIONAIRE is an independent contractor and shall be responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the conduct of concession business unless otherwise stipulated.
- H. It is agreed that neither the CONCESSIONAIRE nor anyone acting for the CONCESSIONAIRE shall at any time impose any obligation, debt or burden of any kind in the name of or charged to the State of Georgia or the DEPARTMENT.
- I. The CONCESSIONAIRE further agrees that the vending or otherwise sale and distribution of soft drink products to the general public, as related to the operation of this AGREEMENT on the PREMISES, shall be provided in accordance with the DEPARTMENT'S statewide agreement with an approved sponsoring vendor for the provision of said soft drink products. Failure of the CONCESSIONAIRE to comply with this provision may result in termination of this AGREEMENT according to paragraph 16.
- J. This AGREEMENT represents the sole and complete understanding of the terms of this AGREEMENT between the parties hereto and may be amended, changed or modified only by a written document signed by the parties hereto.
- K. Time is of the essence to this AGREEMENT.