

- (f) Contractor expressly agrees and acknowledges that any wrecker service contracted to perform duties or responsibilities under the terms of this agreement are prohibited from soliciting customers at the scene of a vehicle accident which is being investigated by members of the Valdosta Police Department.

4. **Insurance.** Contractor agrees that it will provide the Chief of Police of the City of Valdosta evidence of coverage for workers' compensation insurance in the event the Contractor is required under state law to provide workers' compensation insurance to its employees. Contractor will maintain and carry in full force and effect general liability insurance in the minimum amount of \$300,000.00. Said policy shall be non-cancelable during the duration of this agreement except upon thirty (30) days written notice to the Chief of Police of the City. Cancellation or termination of the general liability insurance coverage required hereunder shall constitute a material breach of this agreement.

In addition to general liability and automobile liability insurance as stated above, Contractor shall have hook insurance coverage in the minimum amount of \$30,000.00; garage keeper's liability insurance for storage in the minimum amount of \$100,000.00. The required coverage shall have a deductible of no more than \$1000.00.

5. **Indemnification.** Contractor agrees to indemnify, save and hold harmless the City of Valdosta, its officers, employees and agents, from any and all liability for damages or claims, property damage, or bodily injury which arise, or may arise, out of Contractor's operation and performance under the terms of this contract, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary.

6. **Inspection.** Contractor's records, storage facility and other equipment shall be subject to inspection at reasonable terms and upon reasonable notice by the City, Chief of Police, or their designated representatives.

7. **Default.** Should Contractor default under any of the terms and conditions of this contract, this agreement may be terminated at the election of the City by giving 10 (ten) days written notice to Contractor. A decision to permanently remove any Contractor from the Wrecker Service Rotation list shall be appealable to City Manager of the City of Valdosta. The City Manager's ruling shall be final.

8. **Notices.** Any notice required or permitted hereunder shall be sufficient if sent by Certified mail, return receipt requested, postage prepaid, and addressed as follows: