

other party, including but not limited to Vet, for any reason whatsoever are hereby deemed void and deleted.

SECTION IX
MISCELLANEOUS PROVISIONS

A. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and other entities which might follow that would qualify at law as a successor in interest, and to executors, administrators, legal representatives and assigns. Notwithstanding the foregoing, this Agreement may not be assigned except as agreed upon in writing by both parties.

B. **Compliance of Laws.** In rendering performance herein, the Vet shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this Agreement, precedence shall be given to the most restrictive provisions of such laws, regulation, terms and conditions, as determined by the County. Copies of Chapter 826 of the Texas Health and Safety Code and Official Texas Administrative Code Title 25. Health Services Part 1. Texas Department of Health Chapter 169.

C. **No Waiver.** There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the parties shall not constitute a waiver of said rights to be considered as a basis for estoppels. The parties may exercise its rights despite said delay or failure to enforce said rights.

D. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

E. **Compliance with Workplace Standards.** The County requires that all of its contractors adhere to its workplace standards regarding behavior and professionalism in the workplace. For example, workplace harassment and discrimination is strictly prohibited. Vet shall comply with the County's policies or written manuals as they exist from time to time and are provided to Contractor.

F. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

G. **Assignment.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

H. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

I. Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

J. Entity Status. By the signature of the Vet's representative below, Vet hereby certifies that Vet is duly authorized to transact and do business in the State of Texas.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Severability. This Agreement is subject to severability. If any provision herein is, for any reason, held in violation of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of invalid parts destroys the legitimate purposes of this Agreement. In the latter case, as determined by the County, this Agreement shall be cancelled.

M. Insurance. The Vet shall purchase and maintain comprehensive professional liability insurance for \$5,000 per occurrence which names County as an additional insured. The Vet shall provide the County with a Certificate of Insurance evidencing the above, and said Certificate shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the County by certified mail.

N. Termination for Breach. Either party may terminate this Agreement if the other party fails to cure a material breach, which substantially impairs the value of the Agreement as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party.

O. Termination for Convenience. Either party hereto may terminate this Agreement for convenience and without cause upon sixty (60) days written notice to the other party.

P. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested, as follows: