

- 10.7 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix F. Each party shall provide the other party with satisfactory proof of insurance.
- 10.8 The provisions of Sections 10.1 through 10.6 above shall survive the termination of the Agreement.
- 10.9 In each instance in which a party is required to indemnify, defend or hold harmless the other party against a third-party claim pursuant to Sections 10.1 or 10.2 above, (i) the party entitled to indemnification and defense (the "Indemnified Party") will give prompt notice to the party required to provide indemnification or defense (the "Indemnifying Party") including a detailed description of the nature and circumstances of the indemnified claim ("Claim") including copies of the applicable adverse party notice of claim, summons, complaint or arbitration demand, provided delay or failure to provide prompt notice shall give rise to rights for the Indemnifying Party if and to the extent of actual prejudice, (ii) the Indemnifying Party shall be entitled to select, instruct and manage lead defense counsel, (iii) the Indemnified Party will be entitled to engage its own counsel, and the Indemnifying Party will reimburse reasonable costs thereof for attorneys' fees and costs as invoiced, (iv) the Indemnifying Party will not enter any settlement agreement that would constitute any admission of guilt as to any criminal act or other act exposing the Indemnified Party to criminal or civil prosecution or liability without prior written agreement of the parties, and (v) the Indemnified Party will not make any admission as to any fact or as to liability, or offer or accept any settlement or compromise without mutual agreement of the Parties.

11. Term, Termination and Default

- 11.1 The initial term of this Agreement shall be five (5) years commencing November 1, 2014 ("Initial Term"). VWNA shall notify the City of VWNA's election and intent to renew at least 6 months prior to the initial contract expiration date or any subsequent renewal term. The City shall reply within sixty (60) days of its receipt of VWNA's election to renew. If the City fails to object to VWNA's election to renew within such sixty (60) day period, the contract shall be automatically renewed for an additional five (5) year term.
- 11.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by CITY for non-payment of VWNA's invoices, in which case termination may be immediate by VWNA, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.