- 6. <u>Insurance</u>. Lessee shall maintain public liability insurance against claim for bodily injury or death and for injury to or destruction of property occurring upon, in or about, or arising from the leased premises, such insurance to afford protection to a limit of not less than Three Hundred Thousand (\$ 300,000.00) Dollars in respect to bodily injury or death suffered by any one person, and to the limit of not less than Five Hundred Thousand (\$ 500,000.00) Dollars in respect to any one occurrence, and to the limit of not less than Fifty Thousand (\$ 50,000.00) Dollars in respect to damage to or destruction of property arising out of any one accident. Said policy of insurance shall name both Lessee and Lessor as insureds, as their interest may appear.
- 7. <u>Utilities</u>. Lessee shall pay all charges for heat, gas, electricity, water, and other public utilities used on the leased premises.
- 8. <u>Liability for Damage</u>; <u>Indemnification</u>. Lessee agrees to indemnify Lessor against, and to defend and to hold Lessor free and harmless from, any and all claims due to injury of persons (unless caused by the sole negligence of Lessor) arising out of Lessee's occupancy and/or use of the leased premises, during the term of this Lease or extension hereof, or any other holdover occupancy.

Lessee further agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims of any kind or nature arising from Lessee's use of the leased premises during the term of this Lease or any extension hereof, or any other holdover occupancy, and Lessee hereby waives all claims against Lessor for damage to goods, wares, and merchandise and any and all other property, due to any cause whatsoever, except the sole negligence of Lessor during the term of this Lease or extension hereof, or any other holdover occupancy.

9. Surrender of Leased Premises. Lessee agrees to surrender the leased premises at the expiration or earlier termination of this Lease, or extension hereof, or any other holdover occupancy, in as good condition as when the leased premises were delivered to Lessee, ordinary wear, tear, and damage or loss by the elements, fire, causalty, or any of the perils comprehended by the standard extended coverage insurance clause excepted.

THE SAME OF STREET

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