

10. Lessee shall be responsible for and timely pay all charges for utilities, including deposits, for the leased premises during the term of this lease and any extension thereof.

11. Lessee shall pay all property taxes and assessments for the leased premises during the term of this lease and any extension thereof.

12. Lessor will keep in effect fire insurance coverage on the improvements which exist on the leased premises as of the commencement of this lease agreement. It is understood that Lessor shall not be liable for any damage or injury to the improvements constructed by Lessee or Lessee's equipment located on the leased premises, and Lessee shall be responsible for and shall provide its own insurance coverage on such improvements and equipment.

13. Lessee shall indemnify and hold Lessor harmless from any and all claims and demands, whether for injury to person, loss of life or damage to property, including attorney fees, arising out of the use of the leased premises by Lessee, and Lessee will keep in effect public liability insurance upon the leased premises in an amount not less than \$1,000,000.00 in the aggregate, with Lessor and Parks and Recreation named as insureds thereunder.

14. Lessee shall provide Lessor with a certificate(s) of insurance on or before July 1<sup>st</sup> of each year evidencing that the insurance coverages required by paragraphs 12 and 13 above are in effect. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Lessor.

15. Should the leased premises be rendered unfit for use or occupancy as a consequence of casualty during the term of this lease or any extension thereof, this lease shall thereupon terminate. Should Lessor determine that it is necessary to use the leased premises for a public purpose other than the purpose for which the premises are leased hereunder, this lease shall terminate upon sixty (60) days written notice to Lessee.

16. Lessee agrees to return the leased premises to Lessor upon the expiration of this lease, including any extension of the original term, in as good a state and condition as when taken over by it, ordinary wear and tear excepted.