

refuses said offer.

15. INSURANCE:

(a) The Lessee agrees to indemnify and/or hold and save the Lessor harmless at all times during the primary term and any extension hereof from and against any and all loss, damage, cost or expense on account of any claim for any injury (including death) or damage either to person or property sustained by the Lessee or by any other person which arises out of the use and occupancy of the demised premises by the Lessee (except those resulting from the Lessor's unlawful or negligent acts). In connection herewith, Lessee shall at its own cost and expense provide and keep in force for the benefit and protection of the Lessee and Lessor, as their respective interest may appear and with the Lessor as an additional named insured, a general liability policy or policies in standard form protecting the Lessee and Lessor against any and all liability occasioned by accident or disaster with limits of not less than \$100,000/\$300,000. Such insurance may at the Lessee's election be carried under the general blanket and/or group coverage of the Lessee. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer, with proof of payment of premium, evidencing such insurance, shall be deposited with the Lessor upon the Lessor's request. The Lessor shall have the right to settle and adjust all liability claims against Lessor and all claims of Lessor against the insuring companies; and upon written request of the Lessor, Lessee shall at the Lessee's own cost and expense appear for and defend the Lessor in any action to which the Lessor may be made a party arising out of any such claim for insurance or damage.

(b) The Lessee further covenants and agrees to carry fire and extended coverage insurance on all improvements on the demised premises insuring the Lessor and Lessee as their interest may appear against hazards customarily insured against by fire and extended coverage type of insurance as now contained

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