

(1) Lessee agrees to operate and maintain a public recreational facility on the demised premises and it is further agreed and understood that the property will be put to no other use.

(2) Lessee agrees and covenants during the term of this Lease to keep in good order and repair, inside and out, all buildings and structures which are now or shall hereafter be construed on or appurtenant to said premises, and all equipment thereof, and the Lessee further agrees and covenants from time to time to make repairs and maintenance so that at all times such buildings, structures, and equipment shall be in thorough good order, condition, and repair; and at the end of the term quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear and damages by the elements excepted.

(3) Lessee covenants and agrees to indemnify and save harmless the Lessors against any and all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the demised premises or any building or structure thereon, or the equipment thereof during the said term, or arising during said term from any condition of any street, sidewalk, or passageway or any area of the facility therein or appurtenant thereto, or arising from any act or negligence of the Lessee or any of his agents or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation, or corporations, occurring during said term on, in, or about the leased premises, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be