- 7. SIGNS. That Lessee shall have the right to place signs or other advertising devices, either parallel to the demised building or at any angle thereto, provided such signs or other advertising devices shall not be disproportionate with other signs in the immediate area and provided further that said signs or other advertising devices will not hide or in any way obstruct the view of other adjacent property or signs thereon. If Lessee in erecting any signs or advertising devices on the demised building does damage the same in any manner whatsoever, the Lessee hereby agrees to repair the same. Upon the termination of this lease or any renewal thereof, Lessee agrees to remove all signs or advertising devices and further agrees to repair any and all damage resulting to the demised premises from the removal of such signs and advertising devices.
- 8. MAINTENANCE AND REPAIR OF BUILDING. Lessor covenants that it will, at its own expense, keep and maintain the exterior of the said building, including the roof and all plate glass, in good order and repair during said term; provided, however, that Lessor shall not be responsible for or required to make any repairs which may have been occasioned or necessitated by the negligence of Lessee, its agents or employes. Lessee covenants that it will, at its own expense, keep and maintain in good order and repair the entire interior of the said building, including, but not limited to, all plumbing, reasonable wear and tear excepted. It is further understood and agreed that although Lessee is responsible for normal servicing and minor repairs to the heating and air conditioning equipment, that Lessor is hereby responsible for any replacements or major repairs to said equipment, and Lessee further covenants that it will, at its own expense, repair any damage to the exterior of the said building occasioned or necessitated by the negligence of its agents and employes.
- 9. PAYMENT OF TAXES AND ASSESSMENTS. Lessor agrees that it will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agrees that in the event of its default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder.
- Lessor covenants and agrees that it will not, during the continuance of this lease, directly or indirectly, lease, rent, or permit to be occupied as a retail store engaged primarily in the marketing of automobile and home supplies (e.g., such stores as Firestone, Western Auto, Goodyear, and Economy), any premises located within the project or center described in the attached site plan; provided, however, that nothing herein shall be construed to prevent the Lessor from leasing or renting any area within the limits of said site plan to a variety store, department store, general hardware store, furniture store, or service station, even though such stores or establishments may compete with the Lessee in the retailing of certain products or commodities.
- 11. PAYMENT FOR UTILITIES. Lessee covenants that it will pay for all water, gas and electricity used on the demised premises during the continuance of this lease.
- 12. ASSIGNING OR SUBLETTING. Lessee shall have the right to assign this lease or sublet the demised premises, or any portion thereof, with the written consent of the Lessor, it being understood that such consent will not be unreasonably withheld, provided that no such assignment or subletting shall affect or prejudice any of the covenants, conditions or provisions herein contained or release Lessee from any of its obligations hereunder.