

Lessee shall be responsible for all other utilities.

ARTICLE VIII

DAMAGE TO PREMISES

In case the premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy or use, and so that the premises cannot be rebuilt or restored within 120 days thereafter, then this Lease shall terminate; but if the premises can be rebuilt or restored within 120 days, the Lessor will at its own expense and with due diligence so rebuild or restore the premises; Lessor shall give written notice to the Lessee within fifteen (15) days after said damage or destruction of his intention to rebuild or restore the premises. In any case, in which the use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent, depending on the period for which and the extent to which the premises are not reasonably useable for the purposes for which they are leased hereunder.

ARTICLE IX

NON-LIABILITY OF LESSOR

The Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the leased premises, and the business operated by the Lessee in the leased premises in which the limits of public liability shall be not less than \$100,000.00 per person and \$200,000.00 per accident and in which the property damage liability shall not be less than \$10,000.00. The policy shall name Lessor and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten days prior written notice. A copy of the policy of insurance shall be delivered to the Lessor.

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