

FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between, _____ (hereinafter "Lessor"), and _____, (hereinafter "Lessee") regarding the Facility described as _____.

The phrase "Facility" as used hereinafter shall include the building space above described unless otherwise specifically provided.

Purpose. The Facility shall be used by Lessee for:

Term of Agreement. The Agreement term shall commence on _____ at _____ (a.m/p.m.), and shall terminate on _____ at _____ (a.m/p.m.), unless sooner terminated or renewed in the manner hereinafter provided.

Rent. As rent, Lessee shall pay _____, per term above described, payable on or before _____.

Return of the Property. At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this Agreement excepted.

Agreement to Indemnify. Lessee shall indemnify the Lessor from and against any and all claims, demands, causes of action, suits or judgments.

Insurance. Lessee shall procure and maintain in force, **at the discretion of Lessor** without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.

Notice. Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Lessor:

To Lessee:

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may by notice change its address for notice.

Entire Agreement. This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

(NAME AND TITLE)
LESSEE

(NAME AND TITLE)
LESSOR