

## COMMERCIAL LEASE INSURANCE PROVISION

### 17. INSURANCE; SUBROGATION.

17.1 During the term, Lessee will obtain and maintain in good standing, at Lessee's expense:

17.1.1 Public liability insurance with minimum limits of \$1 million for bodily injury or death of one person, \$3 million for bodily injury or death to more than one person in one accident, and \$500,000 for property damage.

17.1.2 Casualty insurance for fire, windstorm, and extended coverages in such amount that no insured is or becomes a co-insurer, but not less than the full replacement value of the improvements.

17.1.3 Flood insurance in such amount as may be available but not to exceed the full replacement value of the improvements.

17.2 Each insurance company and the terms of each policy, including deductible amounts, are subject to Lessor's approval. Lessor will be named as an additional insured on each policy. No insurance provided under this lease will be subject to cancellation or reduction of limits unless at least 30 days' notice is given to Lessor. Certificates of all policies evidencing the insurance required must be delivered to Lessor. A copy of each receipted payment must be furnished to Lessor at least 10 days before each lease renewal date.

17.3 The proceeds of all casualty insurance and flood insurance will be applied to restoration of the premises. All proceeds must be paid to and held by a bank or title insurance company having a place of business in the county where the premises are located as designated by Lessor or by the holder of any mortgage on Lessor's interest.

17.4 Lessor and Lessee agree that each will cause its policies of casualty and flood insurance to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any loss or damage to the leased property or property of Lessor. Each party shall look first to any insurance in its favor before making any claim against the other party. Nothing contained herein shall in any way be considered or construed as a waiver or release by Lessor of any and all of the other covenants and conditions contained in this lease to be performed by Lessee.