

## 9 Lessee Responsibilities

Lessee shall maintain the property in a safe and aesthetically pleasing manner comparable to other library facilities owned by Lessee. Lessee is solely responsible for (i) the cost of all utilities supplied to the Leased Property during the Lease term, (ii) the cost of maintenance of all parking areas on the Leased Property, (iii) the cost of maintenance of all landscaped areas within the Leased Property, and (iv) Lessee's pro rata share of all surface water management and any other assessments or regulatory fees associated with the Leased Property. Lessee may contract with Lessor for maintenance of lawn and landscaped areas as part of an interlocal agreement.

## 10. Indemnification

KCLS agrees to protect and save VPD, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of KCLS employees or third parties on account of personal injuries, death or damage to property arising out of the design, construction, use and occupancy of the Leased Property, including the Expansion Improvements, or in any way resulting from the willful or negligent acts or omissions of KCLS and/or its agents, employees or representatives. VPD agrees to protect and save KCLS, its officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of VPD employees or third parties on account of personal injuries, death or damage to property arising out of or in any way resulting from the willful or negligent acts or omissions of VPD and/or its agents, employees or representatives. The foregoing indemnities provided by this paragraph shall survive expiration or termination of this Lease for any injury, death, or damage occurring prior to the expiration or termination of this Lease.

## 11. Assignment

KCLS shall not without the prior written consent of VPD, which consent shall not be unreasonably withheld, conditioned or delayed, let or sublet the whole or any part of the Leased Property nor assign this Lease or any part thereof. It shall be reasonable for VPD to withhold consent to a proposed sublet or assignment of this Lease if the proposed use is (i) not compatible with use of the Leased Property as a library, and (ii) not permitted under applicable zoning regulations. If consent is once given by VPD to the assignment of this Lease, or any interest herein, VPD shall not be barred from afterwards refusing to consent to any further assignment. In the event of any assignment or subletting of this Lease with the consent of VPD, KCLS shall nevertheless remain fully liable upon all the terms and conditions contained herein, unless otherwise agreed to by VPD in writing.