

amount may be increased by the City upon written notice to Tenant to reflect any increases in water and sewer charges to the City for the leased premises that occur after the date hereof.

V. UTILITIES AND MAINTENANCE; TURF REMOVAL

1. YVQ shall pay for all utilities **except water and sewer, but including** gas, electricity, alarm and telephone service necessitated by the YVQ's use of the leased premises.
2. City shall pay for the cost of water and sewer charges for the facility.
3. During the term of this Lease, YVQ shall conduct routine maintenance at its cost. The parties agree that the term "routine maintenance" shall include the day-to-day or periodic maintenance activities, such as janitorial services, which are intended to maintain the premises in a manner such that it will not deteriorate from its condition before leased, normal wear and tear excluded.
4. City agrees to perform and pay for landscaping and any major or structural maintenance of the building excluding damage caused by Tenant, in addition to the cost of irrigation water not covered by YVQ's fee.
5. City may remove all or part of the turf (i.e. grass or lawn) on the leased premises.

VI. USE OF LEASED PREMISES

1. The leased premises will be used by the YVQ to exhibit and or sell local artisans' work, and office and meeting space, and for no other use or purpose without the express written consent of the City Manager. YVQ shall not sub-lease the premises, and any attempt to do so shall terminate this Lease without further action on the part of the City.
2. Modifications to the leased premises may be made by the YVQ, subject to prior written approval by the City and at no cost to the City.
3. The YVQ agrees that it will, upon termination of this lease, return the lease premises in the same condition as at the commencement of the term of the lease, reasonable wear and tear excluded.

VII. INSURANCE REQUIREMENTS

YVQ shall procure and maintain, for the duration of the Lease, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the YVQ's operation and use of said premises:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as ISO CGL occurrence form GC 0001;
2. Workers' Compensation as required by the Labor Code of the State of California and