

Hazardous materials.

Hazardous Material

Tenant shall not cause or permit any Hazardous Material (as defined below) to be brought upon, or kept or used in or about the premises by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord (which consent Landlord shall not unreasonably withhold) so long as Tenant demonstrates to Landlord's reasonable satisfaction that that Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws, rules, statutes, and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the premises. Landlord consents to Tenant's use and storage of isopropyl alcohol, lacquer thinner and enamel, and lacquer paints in reasonable quantities on the premises in connection with Tenant's manufacturing and assembly uses on the premises. If Tenant breaches the obligations stated above in this Paragraph, or if the presence of Hazardous Material on or about the premises caused or permitted by Tenant results in contamination of the premises, or if contamination of the premises or surrounding area by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for resulting damage, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the premises or the building, damages for the loss or restriction on the use of rentable or usable space or of any amenity of the premises, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) that arise during or after the term of this Lease as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the premises. Without limiting the above, if the presence of any Hazardous Material on or about the premises caused or permitted by Tenant results in any contamination of the premises or surrounding area, or causes the premises or surrounding area to be in violation of any laws, rules, statutes, or ordinances, Tenant shall promptly take all actions at its sole expense as are necessary to return the premises and surrounding area to the condition existing before the introduction of any such Hazardous Material; provided that Landlord's approval of those actions shall first be obtained, which approval shall not be unreasonably withheld so long as those actions would not potentially have any material adverse long-term or short-term effect on the premises or surrounding area.

As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of _____, or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under _____ [state code citation], or listed pursuant to _____ [state code citation regarding Hazardous Waste Control Law], (ii) defined as a "hazardous substance" under _____ [state code citation regarding Hazardous Substance Account Act], (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under _____ [state code citation regarding Hazardous Materials Release Response Plans and Inventory], (iv) defined as a "hazardous substance" under _____ [state code citation regarding Underground Storage of Hazardous Substances], (v) petroleum, (vi) asbestos, (vii) listed or defined as hazardous or extremely hazardous pursuant to _____ [state administrative code citation], (viii) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act, 33 USCA § 321, (ix) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 USCA §§ 6901 et seq. (42 USCA §6903), or (x) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §§ 9601 et seq.