

or damage to property of any joint employee in or on the Joint Section shall be settled and paid in the first instance by the Owner. If such injury, death, loss, or damage is caused by the negligence of a sole employee or employees of the Owner either alone or in conjunction with that of a joint employee or employees, no claim shall be made therefor against the User. If such injury, death, loss or damage is caused by the negligence of a sole employee or employees of the User either alone or in conjunction with that of a joint employee or employees, the Owner shall forthwith render account to the User for the full amount paid in settlement of such claim, suit or liability, and the User shall pay to the Owner the amount of such account within thirty (30) days after the receipt thereof. If such injury, death, loss or damage is caused accidentally or by the joint negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or in case the cause of injury, death, loss or damage cannot be determined, the Owner shall include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of paragraph 35 (c) hereof.

21. In any case where loss, damage or injury has resulted to any person or property and such loss, damage or injury does not fall within the provisions of paragraphs 17, 18, 19 or 20 hereof or responsibility therefor cannot be satisfactorily determined, then and in all and each of such cases the damages and costs or either, and all loss thereby caused shall be charged to operating expenses and apportioned in accordance with the provisions of paragraph 35 (c) hereof.

22. Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party, its successors and assigns, from and against all claims, liabilities or judgments by reason or on account of any injury to or death of any person or of any loss or damage to property, the liability for which is herein assumed by such first mentioned party, and such first mentioned party agrees to pay, satisfy and discharge any judgment that may be obtained by reason thereof, and all costs, charges and expenses payable thereunder.

23. In case a suit or suits or proceedings shall be commenced by any person or corporation against either party hereto, for or on account of any loss, damage or injury for which the other party hereto is liable under the provisions of this Agreement, the party so sued or proceeded against shall give to the other party reasonable notice in writing of the pendency of such suit or proceeding, and thereupon the other party shall assume the defence of such suit or