

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into this 24 day of May, 2024, by and between the City of Bay St. Louis, Mississippi ("Landlord"), and **Pafford EMS of Mississippi Inc.**, ("Tenant" or "Pafford"), hereinafter referred to collectively as the Parties or individually as the Party.

Landlord is the owner of land and improvements commonly known as 543 Main Street, Bay St. Louis, Mississippi, and makes the mutually agreed upon areas and spaces within said property available for lease (the "Leased Premises").

Landlord desires to lease the mutually agreed upon areas and spaces "Leased Premises" to Tenant, and Tenant desires to lease the Leased Premises from Landlord for 21 days, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a Term of 21 days (1) beginning May 24, 2024, and ending June 14, 2024. Landlord warrants that it shall give Tenant possession at the beginning of the Lease Term.

### 2. Rental.

Tenant shall pay to Landlord the sum of One Thousand Dollars (\$1,000.00). This amount will cover the entire rental cost for the term of this agreement.

### 3. Security Deposit.

There is no security deposit required.

### 4. Use.

The Leased Premises will be used by the Tenant only for the following lawful purpose, to wit: a full-service office and ambulance station. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant may store oxygen and any other substance, chemical, or item commonly used in the operation of an ambulance service.

### 5. Sublease and Assignment.

Tenant shall not have the right to assign the Commercial Lease or sublet any part of the Leased Premises.

### 6. Repairs and Maintenance.

Landlord shall maintain heating and air conditioning equipment, pest control, plumbing, and electric upon the Leased Premises in a reasonable state of repair and use for occupancy. Utility costs are included in the rent, and as such, Landlord shall be responsible for any utility costs associated with Tenant's use and occupancy of the Leased Premises. Tenant further agrees that damage or injury done to the premises by Tenant or any person who may be in or upon the premises on behalf of Tenant, except Landlord, Landlord's agents or servants and employees, shall be repaired by Tenant at their expense. Tenant agrees that the expiration of this lease upon the earlier termination of the lease to quit and surrender the premises in good condition and repair.

## 7. Property Taxes and insurance.

A. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant shall, at its own expense, maintain a policy or policies of renter's insurance in an amount significant to fully cover tenant's personal property.

B. Landlord shall be responsible at its expense for fire and extended coverage insurance on the Building and the Leased Premises, and it is understood between the Parties that the cost of said insurance is included in the Rental sum set forth in Paragraph 2 herein. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## 8. Signage.

Following Landlord's consent, the Tenant may place a window decal on the door of the Leased Premises as well as a sign or signs. Tenant shall not install any sign or decal that is not permitted by applicable zoning ordinances or private restrictions. All cost and installment of permitted sign or decal shall be the Tenants expense. Landlord may refuse consent to any proposed signage or decal that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises, or use of any other tenant on the Building Premises. Tenant shall repair all damage to the Leased Premises and Building Premises resulting from the removal of signs or decals installed by Tenant.

## 9. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## 10. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

## 11. Termination.

This Agreement may be terminated at any time during the Term of this Agreement, without cause, by either Party, by delivery to the other of written notification of its intent to terminate this Agreement pursuant to this paragraph. Such notice shall be given at least five (5) days prior to the effective date.

## 12. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by electronic mail, or by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: City of Bay St. Louis  
Office of the Mayor  
688 Highway 90  
Bay St. Louis, MS 39520  
Email: \_\_\_\_\_

If to Tenant to: Pafford EMS of Mississippi, Inc.  
ATTN: Daniel Cross  
223 Highpoint Drive  
Ridgeland, MS 39157  
Email: dcross@paffordems.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

13. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14. Memorandum of Lease.

The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either Party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

15. Headings.

The headings used in this Lease Agreement are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

16. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

17. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

18. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. Zoning and Regulations.

Both Parties are aware that Tenant intends to use the Leased Premises for a twenty-four (24-hour) ambulance station. Tenant intends to house crew members and ambulances in the station around the clock and respond to requests for emergency and nonemergency calls from the address at all hours. Neither Party is aware of any law, regulation, or zoning designation which will preclude Tenant from using the property

for the intended purpose. In the event that either Party becomes aware of any such law, regulation, or zoning prohibition, they shall notify the other Party as soon as possible. If any law, regulation, or zoning designation prohibit Tenant from using the premises as intended, then Tenant may, with thirty (30) days' notice, terminate this lease and shall not owe any additional rent following the thirty (30) days' notice period.

20. Final Agreement.

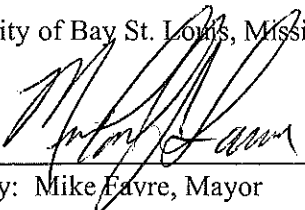
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

21. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

City of Bay St. Louis, Mississippi (Landlord)

  
By: Mike Favre, Mayor

5-22-24  
Date

Pafford EMS of Mississippi, Inc. (Tenant)

AMBER L. MOORE, CPA, CFO  
By: Amber L. Moore, CPA, CFO

5/24/2024  
Date