

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 29th day of June, 2026, by and between Purcell Co., Inc. (hereinafter "Lessor"), and City of Diamondhead, Mississippi, (hereinafter "Lessee"). Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land and any improvements thereon (hereinafter "the leased property"): Unimproved land located North of Interstate 10 in Diamondhead, Mississippi more particularly described as: Vacant lot on Noma Drive between Tellus Boat Storage and City Parking Lot (See: Attached Exhibit A)
2. The term of this lease shall be for a primary term of three (3) days, commencing on July 3, 2026, and expiring at midnight on July 5, 2026, unless extended as provided for herein.
3. During the primary term, Lessee shall pay to Lessors, as rental, the sum of One Dollar (\$1.00) per day, in advance, on or before the first day of the lease term.
4. The leased property, which Lessee accepts in its "AS IS, WHERE IS" condition, may be used for the following purposes and for no other purposes: Parking for Sponsored Events held by the City of Diamondhead, Mississippi, including but not limited to: Fourth of July Celebration; or other lawful purpose approved by Lessors. Lessee shall provide security for all Sponsored Events held by the City of Diamondhead, Mississippi.
5. (A) Indemnity: Lessors and Lessee shall indemnify, defend and hold harmless the other as follows:
 - (i) Lessee shall indemnify, defend and hold Lessor harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its (including its employees, guests, invitees) negligence, breach, or violation or non-performance of any condition hereof.
 - (ii) Lessor shall indemnify, defend and hold Lessee harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its negligence, breach, or violation or non-performance of any condition hereof.
- (B) Insurance: Lessee shall, during the entire term of the Lease keep in full force and effect a policy of public liability insurance with respect to the Property. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessors ten (10) days prior written notice.
6. Lessee will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance. Lessee shall be allowed to mow and otherwise maintain the property in advance of the event to enable visitors to access and park on the property.
7. Lessee shall permit Lessors and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the property, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.
8. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessors have no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessors.

9. All notices from Lessee to Lessors shall be served or sent to:

Jon McCraw, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Until further written notice to Lessors, all notices from Lessors to Lessee shall be served or sent to Lessee at the following address:

Artis E. James, Jr., President
Purcell Co., Inc.
4401 East Aloha Drive
Diamondhead, MS 39525

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

10. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.
11. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
12. This Agreement shall be governed in accordance with the laws of the State of Mississippi.

WITNESS the signatures of the parties, as of this the 29th day of June, 2026.

LESSOR: Purcell Co., Inc.

LESSEE: City of Diamondhead, Mississippi

By: _____

Artis E. James, Jr., President

By: _____

Jon McGraw, City Manager



