

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made, entered into and executed, this the \_\_\_\_ day of \_\_\_\_\_ 2026, by and between The Mayor and Aldermen of the City of Vicksburg, hereinafter called "Lessor", and Vicksburg Warren County Low Cost Neuter Clinic, Inc., hereinafter called "Lessee." Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee, a part of the Vicksburg Animal Shelter located at 65 Cedars Road, Vicksburg, Mississippi 39180 for use only as a low cost spay and neuter clinic.
2. The term of this lease shall be for a lease of a portion of the building commencing at the signing of this Agreement and expiring upon 30 days written notice by either party. Lessee may take possession of the leased property once the construction of the clinic is completed.
3. Lessee shall pay to Lessor, in advance, the sum of \$200.00 per month, with said amount being due by the 10<sup>th</sup> of each month. That said rental amount includes a payment for utilities for the operation of the clinic. That the Lessee shall start paying rent to the City once the construction of the clinic is completed.
4. The leased property shall be used solely for a low cost spay and neuter clinic. No other use may be made of the leased property without the written consent of the Lessor, neither shall this lease be sublet or assigned without the written consent of the Lessor.
5. Lessor shall be responsible for the maintenance of the portion of the property where the clinic will be held. Lessee agrees to return the leased property to Lessor at the expiration hereof in the same or similar condition as the present condition.
6. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may be using or occupying or visiting the leased property or be in, on, or about the same. Lessee shall indemnify, defend and hold harmless Lessor against all loss, injury, death, or damage.
7. Lessee has inspected the leased property and finds it to be in a safe, satisfactory, and acceptable condition. The Lessee accepts the leased property in its present condition, and without any representations on the part of Lessor or its agents as to the present or future condition of said premises.
8. 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 and will keep the leased property, and improvements thereon and the areas adjacent thereto in a safe, secure and attractive condition.
9. Lessee will permit Lessor, and/or its agents or authorized representatives to enter upon the leased property at all times during reasonable business hours for the purpose of inspecting and maintaining the ditch located on the property.

10. If Lessee shall default in the payment of the annual lease fee, and such default shall continue for ten days after notice thereof in writing to Lessee, and in any such event, it shall be lawful for the Lessor, at its election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the leased property.

11. Lessor shall maintain hazard insurance for the operation of the clinic. Lessor shall not be liable for any losses suffered to Lessee's property, except to the extent such losses are occasioned by the gross negligence or intentional acts of Lessor, its agents or employees.

12. In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Lessee is unable to conduct its reasonable and ordinary business operations, Lessor shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds and eminent domain damages, compensation or award shall be the property of Lessor.

13. Lessee covenants, understands, and agrees that it is liable under the terms of this lease, and hereby agrees to perform all of the covenants and under takings herein contained to be kept. This lease may not be assigned, nor the leased property subleased without the written consent of Lessor.

14. All notices given pursuant to the terms of this lease and under applicable law, shall be deemed given and received five (5) days after mailing postage prepaid, certified mail, return receipt requested to the following addresses:

**IF TO LESSOR:**

City Clerk  
Post Office Box 150  
Vicksburg, MS 39181

**IF TO LESSEE:**

Dianne Gargaro  
Vicksburg Warren County Low  
Cost Neuter Clinic, Inc.  
301 McAuley Drive  
Vicksburg, MS 39183

**WITNESS** the signatures of the parties, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

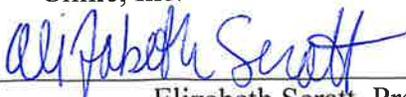
**LESSOR:**

The Mayor and Aldermen of  
The City of Vicksburg

By: \_\_\_\_\_  
Willis Thompson, Mayor

**LESSEE:**

Vicksburg Warren County Low Cost Neuter  
Clinic, Inc.

By:  \_\_\_\_\_  
Elizabeth Seratt, President