

# EXHIBIT A

STATE OF MISSISSIPPI  
COUNTY OF JONES

**LEASE**

This Lease is made this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Laurel, Mississippi, hereinafter called "Lessor", and Body Works, hereinafter called the "Lessee".

1. **Location of Premises:** the property being leased is the Multi-Purpose Room in the Natatorium building, which is approximately 5,000 square feet, herein "the Premises". Said building is located in and on the Laurel Sportsplex property, Highway 84 West, in the City of Laurel, Jones County, State of Mississippi. Lessee agrees that on special occasions (3 to 5 times a year) he will make available to the Recreation Department and/or the operator of the swimming pool and swimming program in that building, the aerobics room in the Premises to be used by swim team members, coaches, and support personnel that may be attending a swim meet or a swim team practice in that building, the same to be coordinated with the Director of the swimming pool or the Director of Recreation.
2. **Use:** Lessee shall use said Premises to conduct physical fitness and exercise programs and related activities for its patrons and members. Lessee recognizes that other parts of said building and adjoining property will be used by other parties, and the use of any common areas must be in cooperation with and in coordination with any other activities being conducted by the Recreation Department and/or the operator of the swimming pool program in that building. Lessee, so long as it operates and uses the Premises for said purposes, and upon the performance of all other terms of this Lease, shall at all times during the terms peaceably and quietly enjoy the Premises without any disturbance from the Lessor or from any other persons claiming through Lessor.

3. **Common Areas:** Lessee and his patrons and members will be allowed to use the restrooms and dressing rooms which are also used by Lessor and other patrons of the other areas of the building. Lessee shall be responsible for the security of the remainder of the building and other areas when the other parts of the building are not open for use by anyone except Lessee and his patrons.
4. **Term of Lease:** The term of the lease shall be for a period of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_ subject to the right of termination by either party outlined in paragraph 14 of this Lease Agreement.
5. **Options to Renew:** Upon expiration of the initial term subject to the parties right of termination hereunder, Lessee is granted the option to renew for one (1) additional one (1) year term provided Lessee is in full compliance with all terms of this agreement. To exercise the option to renew, Lessee must give Lessor thirty (30) days written notice. During said time, the parties will negotiate the amount of the cash rental and the utility cost to be paid for the new term. Lessee may hold over on a month-to-month basis under the same terms and conditions until either party terminates this Lease or the terms of the renewal term have been agreed upon, whichever shall occur sooner.
6. **Lease Payment:** The cash rental for the primary term will be **\$2,250.00 per month** beginning **APRIL 1, 2025**, and payable on the 1<sup>st</sup> day of each and every month thereafter throughout the initial term of this Lease.
7. **Improvements:** Any fixtures and permanent improvements constructed by Lessee will become and remain the property of Lessor. Any removable items or furnishings placed upon the Premises by Lessee belong to Lessee and shall be and remain Lessee's personal

property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this Lease and in accordance with Paragraph 14.

8. **Maintenance:** Lessee agrees to maintain the Premises in a state of good repair and cleanliness throughout the term of the Lease. Lessee shall, at its expense, be responsible for the upkeep, repair and maintenance of all the Premises, including all improvements located thereon. Lessee is totally responsible for the maintenance of all of his equipment, displays and removable fixtures placed upon the Premises. Lessee will have joint responsibility with other tenants for the maintenance of the restrooms and dressing rooms.
9. **Assignment:** Lessee shall not sublease the Premises or assign its rights under this Lease Agreement. Lessee shall not make any structural changes to the Premises without Lessor's prior written consent.
10. **Right of Entry:** Lessor shall have the right to enter the Premises at any reasonable time for any reasonable purpose.
11. **Public Liability and Property Damage Insurance:**
  - (a) Lessee shall, at its expense, maintain public liability and property damage insurance with a single combined liability limit of not less than \$500,000.00, insuring against all liability of Lessee and its authorized representatives arising out of or in connection with Lessee's Lease, use and/or occupancy of the Premises and the improvements thereon.
  - (b) All public liability and property damage insurance shall insure performance by Lessee of the indemnity provisions contained in this Lease Agreement.
  - (c) Lessor shall be named as an additional insured.
  - (d) All public liability and property damage insurance required under this Lease

Agreement shall: (i) Be issued by and binding upon a solvent insurance company or insurance companies qualified and admitted to do business in Mississippi;

(ii) Be a primary policy or a combination of a primary policy and an excess liability policy;

and (iii) Contain an endorsement requiring thirty (30) days' written notice from the insurance company to Lessor and Lessee before cancellation of the policy shall be effective.

(e) A certificate of each policy shall be deposited with Lessor within twenty (20) days of the Commencement Date and, upon renewal or cancellation thereof, a new certificate shall be deposited with Lessor not less than twenty (20) days before the expiration or termination of the policy then in effect.

**12. Fire and Extended Coverage Insurance:**

- (a) Lessor shall maintain fire and extended coverage insurance on all of Lessee's furniture, equipment, machinery, trade fixtures, goods, supplies, or other personal property if it so desires.
- (b) Lessor shall not be liable to Lessee for any damages or destruction to the Premises or any property on the Premises from any cause.
- (c) Should the Premises be destroyed or so badly damaged by fire or other hazard as to render the same unusable by Lessee during the term of this Lease, Lessor or Lessee may terminate this Lease. Any other damage to the Premises will be repaired by Lessee at its Expense.

**13. Hold Harmless Clause:** The Lessee agrees to hold the Lessor harmless from any and all claims on account of bodily injury or physical property damage caused by or resulting from all actions of Lessee, Lessee's agents or employees, or Lessee's patrons, in the maintenance

and repair of the premises, and/or arising out of the use of the Premises, including the common areas, and/or the operation of Lessee's business.

14. **Cancellation of Lease:** Either party shall have the right to cancel this agreement upon sixty (60) days written notice. If cancellation occurs, the Lessee shall have the right to remove his personal property, including his equipment, displays and removable fixtures, and shall repair and restore any and all damages to the Premises as a result of the removal of said items. Lessee shall deliver possession of the property to the Lessor in good condition and repair, ordinary wear and tear excepted.
15. **Equal Opportunity and Other Laws and Regulations:** Lessee agrees to comply with Title VII of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to that Title and its regulations, to the end that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use or activities provided by Lessee, based on that person's race, color, age, sex, disability, or national origin. Failure to adhere to this provision results in a default by Lessee and Lessee shall vacate the Premises and shall be liable for all unpaid lease payments to which Lessor is entitled under this Lease.
16. **Federal, State and Local Regulations:** Lessee shall at all times observe and comply with all Federal and State laws and City Ordinances and local regulations that affect the operation of its business. Lessee further agrees to procure and maintain all required permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of its business.
17. **Personnel:** Lessee nor any of its employees are employees or agents of Lessor. Lessee assumes the sole responsibility for paying its employees' wages and benefits and all other

responsibilities and expenses related to their employment, including but not limited to, taxes and workers' compensation and related insurance.

18. **Structural Change:** Lessee shall not make any structural alterations to the Premises without prior written permission from Lessor. Any such structural changes shall become the property of the Lessor.
19. **Signage:** Lessee will be permitted to place one sign on the grounds of the Sportsplex. However, Lessor reserves the right to approve the location of the sign, the size of the sign, and the information on the sign in advance.
20. **Hours of Operation:** Hours of operation shall be established by Lessee, which hours shall be subject to approval of Lessor's Director of Recreation, taking into consideration other activities and uses of said building and adjoining property.
22. **Choice of Law and Venue:** All controversies arising out of and resulting from and related to this Lease shall be resolved according to the laws of the State of Mississippi. The parties agree that any claims arising from, out of, or under this agreement, shall be filed and maintained in a court located in Jones County, Laurel, Mississippi, of competent jurisdiction.
22. **Default:** In the event of default, Lessee will be responsible for the balance of the cash rental for the remainder of the term. In the event Lessee defaults in the performance of any of the terms, conditions, or covenants of this Lease and Lessor retains an attorney to enforce its rights under this Lease, Lessee shall pay the reasonable attorney's fees, court costs and expenses incurred by Lessor in enforcing this Lease.
23. **Transferability:** Lessee shall not transfer or assign its rights or obligations herein to any party.

24. **Notice to Lessor and Lessee:** All notices to Lessor and Lessee are to be sent to the following addresses:

Lessor:

City of Laurel, Mississippi  
P.O. Box 647  
Laurel, Mississippi 39441-0647  
Attention: Mayor  
Telephone: 601-428-6404

Lessee

Andy Yelverton  
4978 Highway 84 West  
Laurel, Mississippi 39440  
Telephone: 601-498-4504

25. **Binding:** This is the entire agreement between the parties and can only be amended in writing and signed by both parties. The parties agree that the same is binding on them and their separate successors and assigns. This Lease revokes any prior leases between the parties regarding this property.
26. **Enjoyment and Surrender:** Lessee, upon payment of the rent herein stated and upon the performance of all other terms of this Lease, shall at all times during the term peaceably and quietly enjoy the Premises without any disturbance from the Lessor or from any other persons claiming through Lessor. Upon termination of this Lease for any reason, Lessee agrees to voluntarily vacate and surrender the Premises to Lessor, and Lessor shall have the right to re-enter the Premises, the same to have again, repossess and enjoy.

Witness the signatures of the parties on the date first above written in duplicate originals:

**Lessor:**

CITY OF LAUREL, MS

**Lessee:**

By: Johnny Magee, Mayor of the City of Laurel  
Date: \_\_\_\_\_

By: Andy Yelverton  
Date: \_\_\_\_\_



STATE OF MISSISSIPPI  
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, within my jurisdiction, the within named MAYOR JOHNNY MAGEE, who acknowledged that he is Mayor of the City of Laurel, Mississippi, a municipal corporation, and that for and on behalf of said municipality and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, within my jurisdiction, the within named (Andy Yelverton), who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein stated and for the purpose therein mentioned. Given under my hand and official seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC