

## PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold a Special-Call Board Meeting for the purposes of the following: approval of RFPs and other matters of the Bureau

**Thursday, March 9<sup>th</sup>, 2023**

**10:00am-12:00pm**

**Coastal Mississippi Board Room  
2350 Beach Blvd, Suite A  
Biloxi, MS 39531**

**COASTAL MISSISSIPPI SPECIAL- CALL BOARD MEETING**  
**March 9, 2023**  
**OFFICIAL MINUTES**

The Coastal Mississippi Board met Thursday, March 9, 2023, at 10:00 a.m. in the Coastal Mississippi Boardroom located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Greg Cronin, President; Jimmie Ladner, Vice President; Ann Stewart, Bill Holmes, Thomas Sherman, Jerry St. Pe', Paige Roberts, Janet McMurphy, LuAnn Pappas

Commissioners Absent: Jackie Avery Jr.\*, Rusty David, Secretary; Blaine LaFontaine, Nikki Moon, Richard Marsh, Treasurer; Danny Hansen

Staff Members Present: Judy Young, Chief Executive Officer; Duncan Ing, Executive Administrator; Kendra Simpson, Director of Marketing; Chris Marshall, Director of Finance and Employee Relations

Others Present: Hugh Keating, Legal Counsel

\*Commissioner Jackie Avery, Jr. passed away on January 27, 2023. The Coastal Mississippi Board of Commissioners mourns his passing and celebrates his life.

President Greg Cronin called the meeting to order at 10:04 a.m.

1. Pledge of Allegiance

2. Introduction of Guests

3. Antitrust, Conflicts, Confidentiality Reminder

4. Hugh Keating, Legal Counsel gave report on the following items:

5. Commissioner St. Pe' made the motion to approve the Lamar Outdoor Advertising Agreement subject to the vendor accepting the edits recommended by general counsel, seconded by Commissioner Stewart. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted March 9, 2023.

6. Commissioner Holmes made the motion to approve Advance Tour and Travel Co-Op Agreement subject to the vendor accepting the edits recommended by general counsel, seconded by Commissioner St. Pe'. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
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Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted March 9, 2023.

7. Commissioner McMurphy made the motion to approve Arrivalist Co-Op Agreement subject to the vendor accepting the edits recommended by general counsel, seconded by Commissioner St. Pe'. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted March 9, 2023.

8. Old Business: None

9. New Business:

10. Commissioner Holmes made the motion to approve the Paid Social Media Request for Proposals, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Cronin declared the motion adopted March 9, 2023.

11 Commissioner Holmes made the motion to approve the Media Buying. Negotiation, and Analytic Services Request for Proposals, seconded by Commissioner Roberts. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes

Commissioner LaFontaine Voted ---- Absent Commissioner Sherman Voted ---- Yes  
The motion having been duly made, seconded, and a favorable vote received from the Board,  
President Cronin declared the motion adopted March 9, 2023.

12. Commissioner Holmes made the motion to approve the Creative Services Agency Request for Proposals, seconded by Commissioner Roberts. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board,  
President Cronin declared the motion adopted March 9, 2023.

13. Commissioner Holmes made the motion to approve the Photography and Videography Request for Proposals, seconded by Commissioner Sherman. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board,  
President Cronin declared the motion adopted March 9, 2023.

14. Commissioner Stewart made the motion to approve the attachments to the Requests for Proposals including the official contact, certification statement, and sample evaluation documents. Seconded by Commissioner Roberts. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board,  
President Cronin declared the motion adopted March 9, 2023.

15. Commissioner Holmes made the motion to adjourn the meeting, seconded by Commissioner McMurphy. President Cronin called the question with the following results:

Commissioner Avery, Jr.	Voted ---- Absent*	Commissioner Marsh	Voted ---- Absent
Commissioner David	Voted ---- Absent	Commissioner McMurphy	Voted ---- Yes
Commissioner Pappas	Voted ---- Yes	Commissioner Moon	Voted ---- Absent
Commissioner Hansen	Voted ---- Absent	Commissioner Roberts	Voted ---- Yes

Commissioner Holmes	Voted -----Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner LaFontaine	Voted ---- Absent	Commissioner Sherman	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board,  
President Cronin declared the motion adopted March 9, 2023..

Biloxi/Gulfport  
10571 Outdoor Way  
Gulfport, MS 39503  
Phone: 228-863-5188  
Fax: 228-863-5372



CONTRACT # 4107088

3/20/23  
Date: 3/3/2023  
New/Renewal: NEW  
Account Executive: Andrew Yarger  
Phone: 228-863-5188

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	822718-0
Name	Coastal Mississippi
Address	2350 Beach Blvd, Ste A
City/State/Zip	Biloxi, MS 39531
Contact	
Email Address	
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	Coastal Mississippi
Campaign	Coastal Mississippi

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	032 Gulfport, MS	print and install two vinyls		03/14/23	1	\$3,200.00	\$3,200.00
Total Production/Other Services Costs:							\$3,200.00

Space										
# of Panels: 6								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
6094 8313 032- 30659685	PASCAGOULA/METRO, MS	N/S I-10 2.2 MILES W/O FRANKLIN CREEK	Yes	Perm Bulletin	12' 0" x 40' 0"		03/15/23-08/01/23	5	\$1,050.00	\$5,250.00
8424 032- 621244	BILOXI/GULFPORT/METRO, MS	N/S I-10 W/O VIDALIA RD #9	Yes	Perm Bulletin	14' 0" x 48' 0"		03/15/23-08/01/23	5	\$1,050.00	\$5,250.00
13510 070-PENSACOLA, 341466 FL		N/S I-10 1 MI W/O I-110 F/W	Yes	Digital Bulletin	10' 6" x 36' 0"		03/15/23-08/01/23	5	\$3,000.00	\$15,000.00
6094 8313 032- 30659685	PASCAGOULA/METRO, MS	N/S I-10 2.2 MILES W/O FRANKLIN CREEK	Yes	Perm Bulletin	12' 0" x 40' 0"		08/02/23-08/15/23	1	\$525.00	\$525.00
8424 032- 621244	BILOXI/GULFPORT/METRO, MS	N/S I-10 W/O VIDALIA RD #9	Yes	Perm Bulletin	14' 0" x 48' 0"		08/02/23-08/15/23	1	\$525.00	\$525.00
13510 070-PENSACOLA, 341466 FL		N/S I-10 1 MI W/O I-110 F/W	Yes	Digital Bulletin	10' 6" x 36' 0"		08/02/23-08/15/23	1	\$1,500.00	\$1,500.00
Total Space Costs:										\$28,050.00
Total Costs:										\$31,250.00

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Scanned

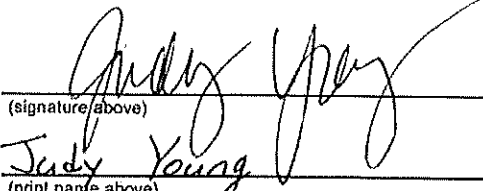
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Biloxi/Gulfport  
10571 Outdoor Way  
Gulfport, MS 39503  
Phone: 228-863-5188  
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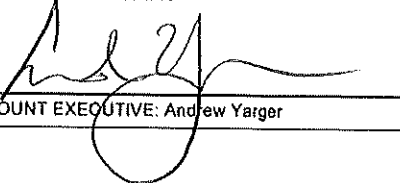
CONTRACT # 4107088

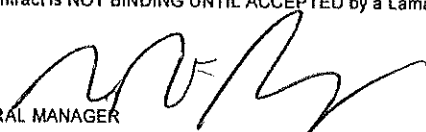
Date: 3/3/2023  
New/Renewal: NEW  
Account Executive: Andrew Yarger  
Phone: 228-863-5188

Customer:	Coastal Mississippi
Signature:	 (signature above)
Name:	Judy Young (print name above)
Date:	3/14/23 (date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

  
ACCOUNT EXECUTIVE: Andrew Yarger

  
GENERAL MANAGER

3/17/2023  
DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

**A00041070880000822718A**

Bloxil/Gulfport  
10571 Outdoor Way  
Gulfport, MS 39503  
Phone: 228-863-5188  
Fax: 228-863-5372



CONTRACT # 4107088

Date: 3/3/2023  
New/Renewal: NEW  
Account Executive: Andrew Yarger  
Phone: 228-863-5188

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed Impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

**14. Customer Supplied Content (iSpots) License and Indemnity Agreement**

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. To the extent permitted by Mississippi law, advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

(i) Notwithstanding anything to the contrary herein, the indemnification provisions set forth in paragraph 14 above shall be governed by the laws of the State of Mississippi.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(ii) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(iii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iv) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(v) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(vi) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vii) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

**A00041070880000822718A**





Andrew Yarger <ayarger@lamar.com>

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## Lamar Advertising

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**Kendra Simpson** <kendra@coastalmississippi.com>

Wed, Mar 15, 2023 at 7:23 PM

To: Andrew Yarger <ayarger@lamar.com>

That is fine.

Sent from my Verizon, Samsung Galaxy smartphone  
Get Outlook for Android

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**From:** Andrew Yarger <ayarger@lamar.com>

**Sent:** Wednesday, March 15, 2023 4:43:44 PM

**To:** Kendra Simpson <kendra@coastalmississippi.com>

**Subject:** Lamar Advertising

[Quoted text hidden]



# Advertising Agreement

Advertiser Name Coastal Mississippi Account # \_\_\_\_\_  
Address \_\_\_\_\_  
Billing Address PO Box 8005 Biloxi MS 39535  
Contact Name Kendra Simpson Phone (228) 896-6699 Email kendra@coastalmississippi.com  
Contract Initiation Date 3/3/2023

☐ Replacement Contract

## CONTRACT LEVELS

<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input type="checkbox"/> Level 3	<input type="checkbox"/> Level 4	<input type="checkbox"/> Level 5	<input checked="" type="checkbox"/> Level 6 25%	<input type="checkbox"/> Level 7	<input type="checkbox"/> Level 8
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Agreement is hereby made between ALABAMA MEDIA GROUP, hereinafter "Publisher," and the undersigned, hereinafter "Advertiser" and "Agency" (if applicable). This agreement shall be effective on 3/17/2023 ("effective date").

Advertiser and Agency agree to use and pay for advertising space in Publisher's print publication(s) (collectively, "Newspaper") and/or on its website currently located at www.AL.com ("Website") and/or on its mobile applications and/or digital newspapers (collectively, "Apps") at a frequency of \_\_\_\_\_, and/or a minimum revenue commitment of \$150,000.00, or as follows: during the period of one year from the effective date of this agreement.

### ADDITIONAL INFORMATION:

**Visit MS Co-Op Digital Campaign - total campaign is \$150,000 of which, Coastal Mississippi will receive invoices for half (\$75,000), and Visit Mississippi will be invoiced the other half (\$75,000).**

### TERMS AND CONDITIONS:

- Orders for all advertising units in Publisher's Newspaper, Website and/or Apps are non-cancellable. In the event that Advertiser uses or pays for less advertising than that specified herein or the Advertiser or Agency otherwise breaches the terms of this agreement, Advertiser and Agency will be charged ten percent (10%) of the remaining advertising commitment ("short-rate"). In such event, Advertiser and Agency must reimburse Publisher for the short-rate within ten days of Publisher's invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
- Advertiser and Agency shall pay for such advertising at the rates set forth in this contract (if specified herein) or Publisher's rate card applicable at the time of the publication of the advertising. Volume discounts are net rates. No other discounts apply.
- Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the ad campaign. Failure of Advertiser and its Agency, if there is one, to comply with this requirement shall, at the option of Publisher, be considered a breach of this agreement. If payment is made by Agency, allowable commissions may be deducted. If any bill is not paid by its due date, commissions shall be deemed not earned and the gross amount of the bill shall be paid in full. Publisher may, at its option, require cash with order or otherwise change the payment terms at any time.

4. This Agreement is not subject to rebates, however it may be resigned for greater or less commitment at any time. If an agreement is for less space, a rate adjustment charge will be made according to the rate earned.

5. Advertiser and Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute notice to Advertiser of the bill and shall in no way impair the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim as between Advertiser and Agency. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

6. Advertiser and its Agency, if there be one, represent and warrant that: (i) Advertiser's websites, mobile sites, applications, and/or similar services that are associated with advertising purchased hereunder shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, an accurate privacy policy (and Advertiser shall not violate the terms of such disclosures); (ii) there is nothing in any advertisement or other material (including but not limited to software and/or product samples) provided by Advertiser or Agency, or in any material to which the advertisement or other material links or refers, that violates any personal or proprietary right of any third party (including, but not limited to, copyright, trademark, patent, service mark,

(See other side for continuation of terms and conditions)

Advertiser's Signature

Judy Young

Advertiser's Printed Signature

Type of Business

Name of Person Individually Liable

☐ Corporate ☐ Partnership ☐ Assumed Name

Joseph Dabbs  
Alabama Media Group Advertising Representative

Joseph Dabbs  
Alabama Media Group Advertising Director

misappropriation, unfair competition, trade secret, privacy/publicity rights, etc.), constitutes false advertising, is harmful, or violates any law or governmental regulation; (iii) none of the advertisements or other materials provided to Publisher for display on its Websites or Apps cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (iv) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites or Apps, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites or Apps. As part of the consideration to induce Publisher to publish, distribute, display, perform or transmit (collectively referred to herein as "Publish" or "Published" or "Publishing") such advertisement, Advertiser and its Agency, if there be one, each agrees to jointly and severally defend, indemnify and hold harmless Publisher, its employees, and representatives against all liability, loss, damage and expense of any nature, including but not limited to attorneys' fees, arising out of (a) the Publishing of any advertisement submitted by or on behalf of the Advertiser regardless of whether Publisher participated in the creation of such advertisement, or the linkage of any advertisement to any other material, or the loss, theft, use, or misuse of any credit or debit card or other payment, financial, or personal information; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and (d) a breach or alleged breach of its covenants, warranties and obligations under these advertising contract terms and conditions.

7. Advertiser shall have the right to revoke its agency at any time during the period of this agreement effective upon receipt by Publisher of notice in writing; in such event, Publisher may, at its option, terminate this agreement. If Advertiser shall designate another agent Publisher may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by the terms of this agreement and to become liable for the payment of all bills due and to become due under this agreement.

8. Publisher reserves the right, at its absolute discretion and at any time, to cancel any advertising or reject any advertising copy, whether or not the same has already been acknowledged and/or previously Published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run shall be paid for at the rate that would apply if the entire order were Published and no short rate will apply. The rejection of copy by the Publisher shall require Advertiser and/or Agency to supply new copy acceptable to the Publisher. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its sole discretion, so label such copy.

9. Publisher, at its option, may terminate this agreement for the breach of any of the terms hereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Publisher terminate this agreement, all charges incurred together with short-rate charges shall be immediately due and payable.

10. Any bill tendered by Publisher shall be conclusive as to the correctness of the item or items therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof. In addition, unless otherwise agreed on the cover page of this agreement, all impressions and/or other measurements of ads hereunder shall be solely based on Publisher's calculations.

11. This agreement may not be assigned by Advertiser or Agency without the prior written consent of Publisher, and any assignment without such consent shall be null and void. Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

12. Orders containing terms, rates or conditions or specifying positions, facings, editorial adjacencies or other requirements may be accepted but such terms, rates, conditions or specifications are not binding unless Publisher has specifically agreed to them in writing.

13. In the event of a suspension of publication of Publisher's Newspaper, Website and/or Apps due to strike, accident, fire, flood, computer or software/network malfunction, congestion, repair, Internet outages or any other cause or contingencies beyond the control of Publisher, it is understood and agreed that such suspension shall not invalidate this contract, but a) will give Publisher the option to cancel this agreement, or if Publisher does not do so, b) upon resumption of publication this contract shall be continued and no liability for damages shall be incurred by the Publisher by reason of such suspension.

14. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this agreement, then Advertiser and Agency agree to pay to Publisher the reasonable attorneys' fees arising from such collection.

15. If during the period of this agreement Publisher revises its advertising rates, Advertiser and Agency agree to be bound by such rates provided Publisher gives at least thirty (30) days notice of such increase. However, in such event Advertiser may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of the increase, no short rate will be charged on space used prior to such increase.

16. Publisher does not guarantee any given level of circulation or readership. In addition, Publisher makes no guarantee or representation as to the quantity and quality of visits, impressions, circulation, or other usage of its Website or Apps or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. To the extent Publisher fails to provide Advertiser/Agency with any guaranteed impressions on its Website or Apps (if expressly agreed to by Publisher in writing), Publisher will provide as a sole remedy a makegood, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For the purpose of clarification, Advertiser/Agencies that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under delivery of guaranteed impressions (if applicable).

17. Publisher's sole liability (and Advertiser's and Agent's sole remedy) for errors and/or omissions by Publisher in published advertisements shall be to provide Advertiser a credit for the actual space of the error or omission (in no event shall such credit exceed the total amount paid to Publisher for the applicable advertisement), and Publisher shall have no liability unless the error or omission is brought to Publisher's attention no later than 5 working days after the advertisement is first Published. However, if a copy of the advertisement was provided to or reviewed by Advertiser, Publisher shall have no liability. **NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.**

18. Failure by Publisher to enforce any provision of this agreement shall not be considered a waiver of such provision. Unless inconsistent with the express terms of this agreement, all orders are subject to the terms of Publisher's applicable rate card. Advertiser and Agency acknowledge receipt of a copy of said rate card.

19. Advertiser and Agency recognize that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser and Agency agree that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute or otherwise use any advertisements submitted hereunder in any form in which the advertisements may be Published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.

20. This agreement will be construed in accordance with the laws of the State of Mississippi. Any action based on or alleging a breach of this agreement must be commenced in the State Courts of Harrison County, Mississippi and the parties hereby consent to the exclusive jurisdiction of such courts in connection with this Agreement.

21. Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via electronic mail may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretation thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser and Agency agree to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser and Agency shall fulfill all obligations of a "Sender" as defined in the CAN-SPAM Act, and comply with Publisher's policies intended to comply therewith.

22. All data collected by Publisher, Advertiser and/or any third party in connection with this agreement shall be exclusively owned by Publisher, and not used or disclosed by Advertiser/Agency without Publisher's prior written approval in each instance.

23. The titles and logos of the Publisher's Newspapers, Website and Apps are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Publisher.

24. This agreement may be executed by Advertiser/Agency by manual, facsimile or scanned PDF signatures (or by clicking "accept" or similar terminology online), and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

25. PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS IN PUBLISHER'S NEWSPAPERS, WEBSITES AND APPS. Advertiser and Agency acknowledge that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites and/or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

26. The foregoing terms shall govern the relationship between Publisher and Advertiser and Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing signed by an officer or senior executive of Publisher, no other terms and conditions in insertion orders, contracts, click-through terms and conditions, copy instruction, letters, or otherwise will be binding on Publisher.

Client Initials

Date

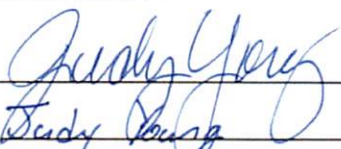


(INCLUDING ELECTRONIC COMMUNICATIONS) OR OUTPUT WITH RESPECT THERETO. NEITHER ARRIVALIST NOR ANY OF ITS THIRD-PARTY PROVIDERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS IN THE ARRIVALIST SERVICES. THE ARRIVALIST SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS.

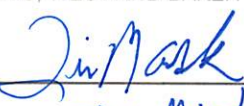
- Q. **Notices.** All notices and other communications which are required to be given by the Agreement or which are otherwise made pursuant to the Agreement will be in writing and delivered either by hand, certified or registered U.S. mail, overnight courier, confirmed email or confirmed facsimile, addressed in the case of Agency to the address provided above, and in the case of Arrivalist to Cree Lawson, Arrivalist, P.O. BOX 230199, New York, NY, 10023 or via facsimile to 917 677 8222 or email at [cree@arrivalist.com](mailto:cree@arrivalist.com).

IN WITNESS WHEREOF, **MWB** and Client have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COASTAL MISSISSIPPI

By:   
Name: Andy Young  
Title: CEO  
Date: 3/14/23

MARIS, WEST AND BAKER

By:   
Name: Tim Mask  
Title: President/CEO  
Date: 3/15/2023





- E. **Allocation of Resources.** Client understands that 25% of Arrivalist's investment goes into setting up the Arrivalist platform or reporting interface, training, providing logins, importing data, setting up and maintaining historical data. The remaining 75% of Arrivalist's investment is derived from forward looking data and account management.
- F. **Assignment.** Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement without the written consent of the other party (and any such attempt shall be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this Agreement relates.
- H. **Choice of Law.** This Agreement shall be governed by the laws of the State of Mississippi, County of Harrison without regard to the conflict of the laws provisions thereof. **Dispute Resolution.** The Parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation shall be voluntary non-binding mediation located in Harrison County, Mississippi, with the mediator to be appointed pursuant to mutual written agreement of the parties.
- I. **Validity.** If any portion of this Agreement is illegal or unenforceable, such portion(s) shall be limited or eliminated to the minimum extent necessary such that the balance of this Agreement shall remain in full force and effect and enforceable.
- J. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and can only be modified or waived by a subsequent written agreement signed by both parties.
- K. **Force Majeure.** Neither party shall be liable to the other party for any failure or delay in performance caused by acts of God, fires, floods, strikes, whether legal or illegal, water damage, riots, epidemics or any other causes beyond such party's reasonable control, and such failure or delay will not constitute a breach of this Agreement.
- L. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution of a facsimile or email copy shall have the same force and effect as execution of an original, and a facsimile or email signature shall be deemed an original and valid signature.
- M. **Indemnification.** To the extent permitted by Mississippi law, client will defend, indemnify and hold harmless Arrivalist from and against any claims, actions, demands, losses, judgments, fines or expenses (including, without limitation, reasonable attorneys' fees) arising out of any actual or alleged claim due to a breach or alleged breach by Client of any of its obligations under this Agreement.
- N. **Notices.** All notices under this Agreement shall be in writing, and shall be deemed given when mailed, faxed or sent via electronic mail to the address, fax number or email address appearing in this Agreement.
- O. **No Warranty.** EACH PARTY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND/OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- P. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR (B) ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF ONE MONTH OF SERVICE PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT ACKNOWLEDGES THAT THE FEES PAID REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ARRIVALIST WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. NEITHER ARRIVALIST NOR ANY OF ITS THIRD-PARTY PROVIDERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE ARRIVALIST SERVICES OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING ORAL OR WRITTEN COMMUNICATIONS.