

COASTAL MISSISSIPPI BOARD MEETING

December 16, 2021

MINUTES

The Coastal Mississippi Board met Thursday, December 16, 2021 at 3:00 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Brooke Shoultz, President; Jim Williams, Treasurer; Richard Marsh, Secretary; Ann Stewart; Bill Holmes; Blaine LaFontaine; Danny Hansen; Greg Cronin; Jackie Avery, Jr., Janet McMurphy; Jerry St. Pé (via phone); Jimmie Ladner; Kim Fritz; Nikki Moon; Rusty David

Commissioners Absent:

Staff Members Present: Pam Tomasovsky, Interim Executive Director; Cindy Jo Calvit, Executive Administrative Assistant; Anna Roy, Interim Director of Communications & Engagement; Karen Conner, Director of Marketing; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members; Chaille Munn, Gulfport-Biloxi Regional Airport Authority; Mike Davis, IP Casino Resort Spa; Larry Ahlgren, Gulf Islands Waterpark; Gloria Frey, Coast Coliseum (via phone); John Jessey, Consultant; Tammra Cascio & Sandy Sanford, Cascio Sanford Government Law Group.

President Shoultz called the meeting to order.

1. Commissioner Hansen made the motion to accept the agenda as presented. Seconded by

Commissioner Marsh, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

2. Commissioner McMurphy made the motion to approve the meeting minutes from the November 18, 2021 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Ladner, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

3. President's Report:

- Recognized and welcomed Advisory Members, Staff, Guests
 - President Shoultz met with Chief of Staff for Lt. Governor, the Speaker of the House and some representatives to discuss the wellness of Coastal Mississippi, the desire for Tourism Recovery Fund Part Two.
 - A meeting was held on December 15th with City of Biloxi, Gerald Blessey, Supervisor Beverly Martin and Coastal Mississippi was asked to fund the efforts of a lobbyist for \$10,000 per month to change the law to allow Mississippi to have a seat at the table for decisions on opening the Bonne Care Spillway.

4. Commissioner Fritz made the motion to assign Tammra Cascio & Sandy Sanford as our lobbyists to work on this issue with State of MS legislators on getting a seat at the table. Seconded by Commissioner McMurphy, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted December 16, 2021.

Cascio & Sandford Government Law Group- YTD Recap.

Tammra Cascio & Sandy Sanford gave a government affairs update including Legislative Familiarization Tour Recap. Gave update for the upcoming legislative session including: Session start date on January 4th and length of 90 days. Session will end on April 3rd, 2022.

5. Coastal Mississippi Directors' Reports:

- Brief departmental reports were given by Anna Roy, Communication and Engagement; Karen Conner, Marketing; Pam Tomasovsky, Interim Director, Finance and Employee Relations and Zach Holifield, Leisure Development.
- Pam Tomasovsky presented IT Services RFP Responses to the Board for selection.

6. Commissioner Moon made the motion to select and authorize contract negotiations for AGJ Systems. Seconded by Commissioner Williams, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- No	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- No
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- No
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- No	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- No	Commissioner Stewart	Voted --- No
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

Pam Tomasovsky presented proposal and pricing for purchase of seventeen (17) new board room chairs from Office Furniture Solutions for \$4,870.

7. Commissioner Moon made the motion to approve the purchasing of new chairs from Office Furniture Solutions for the board room. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted December 16, 2021.

Commissioner Williams gave a financial report, including Occupancy Tax History.

8. Commissioner Ladner made the motion to approve the Financial Statements as of November 30, 2021.

Seconded by Commissioner David, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted December 16, 2021.

9. Commissioner Marsh made the motion to ratify the check/EFT disbursements on Operating Account totaling \$438,225.73. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- A&E

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

10. Commissioner Fritz made the motion to ratify the check/EFT disbursements on the Grant Account totaling \$5,228.00. Seconded by Commissioner David, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- A&E
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

11. Commissioner Ladner made the motion to ratify the expenses paid by credit card totaling \$9,787.07.

Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

12. Commissioner Fritz gave a recap of the Marketing Committee Meeting.

13. Commissioner Ladner made the motion to approve the MMGY Social Media Plan Travel Trade Proposal for \$30,000 with the addition of goals. Seconded by Commissioner Holmes, Commissioner Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

14. Commissioner McMurphy made the motion to approve the Peter Mayer B2B Media Plan in support of meetings, sports and conventions for \$87,000 with changes from the marketing committee moving digital and print magazine buys to paid search. To include CVENT, ACAE, LSAE, MSAE annual directories. Seconded by Commissioner Ladner, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

15. Commissioner LaFontaine made the motion to approve the Social Media & Search Marketing Plan to promote the Sugar Bowl for \$16,000 excluding the 5 Coastal Counties. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- A&E
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

16. Commissioner Hansen made the motion to approve the Signature Event Sponsorship for Southern Gaming Summit 2022 for \$10,000.00. Seconded by Commissioner Marsh, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

17. Commissioner McMurphy made the motion to approve the Crossover Marketing: Golden Flake Promotion for \$15,000.00. Seconded by Commissioner Williams, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

18. Commissioner Marsh made the motion to approve the aRes Addendum. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

Commissioner Moon gave a recap of the Sales Committee Meeting.

19. Commissioner Hansen made the motion to approve both Destination Tour Fund Requests by Biloxi Cruise Company: Capitol Tours Travel Club, Van Galder Coach USA, Moostash Joe Tours for \$7,056.00. Seconded by Commissioner Fritz, Commissioner Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

20. Commissioner Holmes made the motion to approve a Group Incentive for Southern Employment Training Association for a reduced amount of 25% for \$3,750.00. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

21. Commissioner Hansen made the motion to approve Conference Direct Strategic Partnership for \$15,000.

Seconded by Commissioner Holmes, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

22. Commissioner Fritz gave a recap of the Search Committee Meeting outlining search process and committee was ready to recommend Director of Sales and Director of Communications & Engagement and also finalists for Executive Director with names to be discussed in Executive Session as they relate to personnel issues.

23. Commissioner Ladner made the motion to approve the Mint+ Service Renewal Agreement. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

24. Commissioner Moon made the motion to approve the Tarsus "Connect" Renewal Agreement.

Seconded by Commissioner McMurphy, Commissioner Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted December 16, 2021.

25. Commissioner LaFontaine made the motion to approve the Group Travel Leader Insertion Order Agreement. Seconded by Commissioner Hansen, Commissioner Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted December 16, 2021.

26. Commissioner Hansen made the motion to approve the John Jessey Consultant Agreement. Seconded by Commissioner David, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- No
Commissioner Fritz	Voted --- No	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

27. Commissioner Moon made the motion to approve the Mississippi Coast Coliseum and Convention Center Renewal Agreement. Seconded by Commissioner Marsh, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted December 16, 2021.

28. Commissioner Williams made the motion to enter into Closed Session to discuss the need to enter into Executive Session. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted December 16, 2021.

29. Commissioner Fritz made the motion to exit Closed Session and reconvene in open meeting. Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted December 16, 2021.

Legal Counsel stated there was no official action taken in Closed Session.

30. Commissioner Fritz made the motion to enter into Executive Session for the purposes of discussing personnel matters related to job performance and open positions. Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted December 16, 2021.

31. Commissioner Fritz made the motion to exit Executive Session and reconvene in open meeting. Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- A&E
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted December 16, 2021.

32. Legal Counsel stated there was no official action taken in Executive Session.

33. Reminders

- Coastal Mississippi Monthly Board Meeting- February 2022
Thursday, February 24th, 2022 3:00pm – 5:00pm Coastal Mississippi Board Room

34. Commissioner Hansen made the motion to adjourn the meeting at 5:30pm. Seconded by Commissioner Ladner, the president called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- A&E
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- A&E
Commissioner Fritz	Voted --- Yes	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted December 16, 2021.



Service Agreement

DMO: Coastal Mississippi

Service Description:

MINT+ is the meetings and group market database of Destinations International (Owner) and Simpleview (Licensee) is the exclusive licensee, responsible for the design and development of the industry's largest data co-op of information on organizations and their meetings and events..

MINT+ includes the following:

- Direct access to bookings, histories, organizations, meeting profile and contacts contributed by all subscribers
- Application program interface (API) allowing direct access by CRM systems
- UI that allows input of information directly or export/import
- Query builder as a research tool to access records by market segment, geographic location, and meeting preferences

Service Information:

Annual subscription (12 months): \$10,400, plus applicable discounts.

Discount Period: If applicable, discount periods are illustrated in the Agreement Schedule below.

Invoice Schedule: Invoices shall be sent according to the schedule below and due in 30 days.

Auto Renewal: This Agreement will auto-renew according to the schedule below, unless Subscriber provides a written notice to Simpleview to cancel at least 30 days prior to the end of the given annual term.

Data Co-op Commitment: The Subscriber agrees to the automatic or electronic submission of ALL events that meet the criteria or include the information listed below. Event information submissions will be accepted through CRM provider connections or through a data export/import process, every 30 days and monitored for compliance.

- Bookings - Meetings/events confirmed definite for the future, no minimum rooms on peak is imposed.
- Histories - Post event data on those bookings.
- Organizations, Meeting Profiles, Contacts - Add new or update existing organizations, meeting profiles and contacts.
- Do Not Publish (DNP) - Is not tagged as DNP as requested by Organization or Contact.

Known Events: An event will only be considered "known" if it exists within at least two data sources and will not be displayed or shared otherwise. (For example, an Annual Event that does not rotate, has never booked in another destination, and where no other destination has booked it previously *would not* be considered a Known Event and therefore would not be shared outside the system or displayed as an Opportunity to any other destination.)

Compliance: Lack of submissions, unauthorized sharing, or non-compliance will result in the suspension of system access until compliance is resumed.

Agreement Schedule:

Date	Service	Annual Price
1/1/2022 -12/31/2022	MINT+ Annual Subscription / Service Period	\$10,400
2022 Discount Period	1 Year Discount	(\$5,200)
January 1, 2022	Initial Year Invoice	\$5,200
January 1	Annual Renewal	\$10,400

By signing below, Subscriber agrees to the General Terms and Conditions (attached last updated 2/2/2021) and authorizes access to Subscriber Data by Owner and Licensee for use within the MINT+ product.

FOR SUBSCRIBER:

Organization: Coastal Mississippi

Name:

K. Brooke Shultz

Signature:

K. Brooke Shultz

Title:

Board President

Date:

12-17-21

FOR SIMPLEVIEW:

Organization: Simpleview, LLC

Name: Christine Shimasaki

Signature: Christine Shimasaki

Title: Managing Director

Date: 12/19/2021

General Terms and Conditions

Last Updated Date: 2/2/2021

These Simpleview General Terms and Conditions ("Terms") are agreed between Simpleview ("Simpleview") and the subscriber identified in a signed order for Simpleview services (a "Service Order") or the registration page on which these terms are associated (the "Subscriber"). These Terms will govern Subscriber's access and use of the Simpleview product(s) specified in the Service Order (the "Products") and, together with the Service Order, constitute the "Agreement."

1. **DESCRIPTION OF SERVICE.** Simpleview provides cloud-based meeting intelligence Products and Services on a subscription basis as part of the Services. Subscriber is choosing to subscribe to one or more Services as listed in the Service Order.
2. **ACCESS TO THE SERVICES.**
 1. **Access.** Subject to the terms and conditions contained in this Agreement, Simpleview hereby grants to Subscriber a non-exclusive, non-transferable right to access the features and functions of the Products ordered under a Service Order as hosted or delivered by Simpleview for Subscribers internal business purposes during the access term specified in the Service Order. Subscriber will ensure that its use of the Service complies with all applicable laws, statutes, regulations or rules.
 2. **Usage Restrictions.** Subscriber will have the right to access and use the Services and Simpleview Content for its internal business purposes during the Term. Subscriber will not (a) create any derivative product from any of the foregoing, except that Subscriber may incorporate Simpleview Content into Subscriber's work product and share such Simpleview Content with Subscriber's employees, provided such use is for Subscriber's internal business purposes and otherwise complies with the confidentiality obligations set forth in this Agreement; (b) allow third parties other than Authorized Users to gain access to the Services or use the Services as a service bureau or reseller of access to the Services; or (c) remove or destroy any copyright notices or other proprietary markings contained on or in a Product or Simpleview Content. "Authorized Users" shall mean those employees of Subscriber who access the Services for Subscriber's internal business purposes with an email domain. Authorized Users, however, shall not include any third party who accesses the Simpleview Content for any purpose not contemplated by this Agreement. Subscriber agrees not to use any information obtained through the Services for any unlawful or unauthorized purpose. In addition, Subscriber may not access the Services for purposes of monitoring Simpleview's availability, performance or functionality, or for any other benchmarking or competitive purposes.
 3. **No Sharing.** Any information obtained through the Services is intended only for use by Subscriber. Subscriber may not reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any portion of the Services or information obtained from Simpleview to anyone other than Authorized Users without the express written consent of Simpleview.
 4. **Usernames and Passwords.** Subscriber will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Subscriber is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Subscriber will notify Simpleview promptly of any actual or suspected unauthorized use of Subscriber's account, usernames or passwords, or any other breach or suspected breach of this Agreement. Simpleview reserves the right to terminate any username and password which Simpleview reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Email inquiries should be sent to accounts@simpleviewinc.com.
 5. **Retained Rights; Ownership.** Subject to the rights granted in this Agreement, Simpleview retains all right, title and interest in and to the Products and Simpleview Content, and Subscriber acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.
3. **CONTENT.** The materials, information and content available through the Services (collectively, the "Simpleview Content") are proprietary to Simpleview and should be considered Simpleview's confidential information. Right to use Simpleview Content. Subject to the terms and conditions herein, Simpleview hereby grants Subscriber a limited, non-exclusive, non-transferable, revocable (only as set forth in this Agreement) license to use, display and reproduce the Simpleview Content solely for Subscriber's internal business use and for no other purpose. Upon termination of this Agreement, Subscriber must promptly delete or destroy all documents and other materials representing any Simpleview Content and all copies thereof.
4. **FEES.** Subscriber agrees to pay all fees and other charges specified in the Service Order, including any taxes applicable to the Services other than taxes based on Simpleview's income. Simpleview's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all applicable

taxes, levies, or duties, excluding only United States taxes based solely on Simpleview's income. You agree to make all payments of fees to Simpleview free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Simpleview will be your sole responsibility, and you will provide Simpleview with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid. Subscriber agrees to provide Simpleview with complete and accurate billing and contact information and shall promptly update such information if it changes. All payments are final. Billing updates and questions can be sent to accounts@simpleviewinc.com

5. **PAYMENT.** Subscriber must pay the fees specified in the Service Order no later than thirty (30) days after the date of Simpleview's invoice, unless otherwise stated in the Service Order.
 1. Any late payments may be assessed late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
 2. Subscriber will be charged a fee of \$25 for each returned check.
 3. Simpleview may suspend access to the Services without notice if past due balances exceed ninety (90) days.
 4. Unless otherwise provided by the applicable payment processor or payment platform used in connection with your payment for Services, you must notify us in writing within seven (7) days after receiving your credit card statement/invoice if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:
accountspayable@Simpleview.com.
6. **TERM.** The initial term of this Agreement will be as specified in the Service Order. The initial term may have two components: (a) a complimentary period of time (the "*Complimentary Period*"), and (b) the billable period of time (the "*Billable Period*") (collectively, the "*Initial Term*")
 1. If the Service Order does not specify the Initial Term it shall be deemed to be one (1) year.
 2. After the Initial Term, and again after any Renewal Term, the Term shall automatically renew for a new term equal to the Billable Period portion of the Initial Term (each, a "*Renewal Term*" and collectively with the Initial Term, the "*Term*"), unless one party provides the other party notice of non-renewal in writing as specified below in Section 7 within the time frame set forth in 7.
7. **TERMINATION.**
 1. Unless otherwise stated in the Service Order, Subscriber may cancel or not-renew any specific Service by notifying Simpleview at least thirty (30) days prior to the end of the then current Term by email to accounts@simpleviewinc.com
 2. Emailed cancellation notices are not valid until confirmed by Simpleview. A Simpleview representative will confirm receipt and notify Subscriber of the effective cancellation date. Subscriber will continue to be responsible for payment for the Services up to and through the effective cancellation date. Cancellations are not accepted by telephone or any method other than described herein.
 3. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and fails to remedy the breach within thirty (30) days of notice of such breach. During the period of any such breach by Subscriber, Simpleview may suspend Subscriber's access to any of the Services.
8. **Simpleview ACCESS.** Simpleview may ask Subscriber to self-report. If Simpleview requests Subscriber to self-report, then Simpleview will provide a self-reporting option that does not create an excessive administrative burden on Subscriber. Subscriber agrees to self-report submission data, and Subscriber represents and warrants that all reported data will be accurate, complete and truthful in all respects. If Subscriber fails to self-report as contemplated in this Agreement, Simpleview may terminate this Agreement for breach unless the breach is cured as contemplated in this Agreement.
9. **CONFIDENTIALITY.** The parties acknowledge that during the performance of this Agreement, each party may have access to the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. "*Confidential Information*" shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
 1. **Mutual Confidentiality Obligations.** Each party agrees to use Confidential Information disclosed by the other party only for the purposes described in these Terms and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party. To the extent practicable, each party will return or destroy, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement.
 1. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of the two paragraphs above will not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect

thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction.

2. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party to allow such other party to make a reasonable effort to obtain a protective order; or to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.
 3. Survival Period. The obligations set forth in this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.
10. **WARRANTIES.** Simpleview warrants that it will provide the Services using commercially reasonable care and skill. Simpleview represents and warrants that Simpleview uses industry standard means to detect and remove viruses, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the contents of any databases, and/or the normal operation of any computer systems ("*Virus*"). To protect against the introduction of Viruses, Simpleview shall follow commercially reasonable prudent procedures and use then-current commercially available Virus detection mechanisms to test Simpleview's technology (within the limitations of such commercially available virus detection mechanisms) for all Viruses. Subscriber also represents and warrants that it uses commercially reasonable prudent procedures and then-current commercially available Virus detection mechanisms to generally protect its systems.
11. **DISCLAIMER.** SIMPLEVIEW MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT, OR THE QUALITY OR UTILITY OF ANY INFORMATION AVAILABLE THROUGH THE SERVICES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, AND SUBSCRIBER UNDERSTANDS THAT SUBSCRIBER ASSUMES ALL RISKS OF THE USE, QUALITY, AND PERFORMANCE OF THE SERVICES. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SIMPLEVIEW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. SIMPLEVIEW DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.
12. **LIMITATION OF LIABILITY.** OTHER THAN A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) IN CONNECTION WITH THE USE OF THE SERVICES, EVEN IF A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. SIMPLEVIEW'S ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO SIMPLEVIEW FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE. THIS LIMIT APPLIES COLLECTIVELY TO SIMPLEVIEW AND ITS LICENSORS, SUBSIDIARIES, CONTRACTORS, AND SUPPLIERS.
13. **COMPLIANCE WITH LAWS.** Each party, at its expense, shall fully comply with all applicable laws, rules, orders, regulations, and ordinances, including all applicable export control laws, rules, and regulations relating to provision of, access to, or use of any materials and Products. Subscriber agrees not to use any information obtained through the Services for any unlawful or unauthorized purpose. Subscriber agrees to indemnify Simpleview for any claims, losses, or damages resulting from Subscriber's breach of this Section, to the extent allowed by law.
14. **PRIVACY.** Simpleview will protect the privacy of Subscriber's personal information as described in Simpleview's Privacy and Cookie Policy at <https://www.Simpleviewinc.com/privacystatement>.
15. **NOTICE.** All notices related to this Agreement may be given by Simpleview through the Services including, without limitation, via email or posting for access under "Agreement" on the home page of the Service or by mail to the last address given by Subscriber to Simpleview. Notice by a Subscriber will be given to Simpleview by mail to:

Simpleview
8959 N Oracle Rd,
Tucson Arizona 85704

16. **DISPUTE RESOLUTION.** *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Simpleview and limits the manner in which you can seek relief from us.*
1. **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Products and Services or to any aspect of your relationship with Simpleview, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small

claims court if your claims qualify; and (2) you or Simpleview may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

GENERAL.

The communications between Subscriber and Simpleview may take place via electronic means, whether you use the Products or send Company e-mails, or whether Company posts notices on Products or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Simpleview in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Simpleview provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign"). The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

SUBSCRIBER CONTRIBUTED DATA (applicable to Subscribers of FuturePace, Mint, Destination Dashboards). Subscriber commits to contribute Meetings, Events and bookings data in the prescribed format as stated per the service order. Data contributed by Subscribers of Simpleview's data products is Confidential Information but may be aggregated with other information into Simpleview Content.

End of Terms.

Connect

Connecting people, places and ideas

Company Address 15 Technology Pkwy South Suite 250
Norcross, GA 30092
US

IO Number IO-00090003

Account Name Coastal Mississippi

Account Number 1013564

Created Date 11/24/2021

Expiration Date 12/24/2021

Quote Number 00027002

Bill To Coastal Mississippi

Bill To Address 2350 Beach Blvd
Suite A, Biloxi, MS, 39531

Contact Information

Contact Name Karen Conner

Phone (228) 207-6402

Email karen@gulfcoast.org

Fax 228-896-6788

Sales Person Craig Richards

Email crichards@connectmeetings.com

Phone (678) 987-9908

Fax (770) 582-9898

Material Contact: _____

Accounting Contact: _____

Email: _____

Organization Name: _____

Phone: _____

Email: _____

New Material: if no. publication and date _____

Phone Number: _____

Custom IO Information**Speaker Showcase**

- Sponsorship of Speaker Showcase lounge on trade show floor, hosting all speakers in the Speaker Showcase
- Area listed as presented by sponsor in Show Guide and on website
- Option to enhance and brand lounge at an additional cost with general contractor
- Opportunity to station representatives in area for interactions
- Opportunity to show video and address audience before each speaker


Product Year	Product	Quantity	Net Rate	Additional Details	Product Type	Event Name
2022	Appointment Taker	1	\$4,450.00	N/A	Association	Spring Marketplace
2022	Appointment Taker	1	\$4,450.00	N/A	Sports	Spring Marketplace
2022	Appointment Taker	1	\$1,100.00	N/A	Corporate	Spring Marketplace
2022	Sponsorship	1	\$40,000.00	Speaker Showcase Sponsorship- Coastal Mississippi will have first right of refusal upon General Session decision.	Association	Spring Marketplace

Grand Total \$50,000.00

Customer Representative

Signature 
Date 12-17-21
Please sign and fax back to 770-582-9898 or email to

Connect Representative

Signature 
Date 12/17/21

Connect

Connecting people, places and ideas

order@collinsonmedia.com

[PAY NOW WITH CREDIT CARD](#)

Terms & Conditions

I understand and acknowledge the terms and conditions that are found on
connectmeetings.com/connect-terms-and-conditions

Connect Terms and Conditions

By purchasing or licensing any product or service from or registering to attend, exhibit at, or sponsor any event in which Tarsus Connect LLC or its affiliates (collectively, "Connect") plays a role as an organizer or facilitator, you hereby agree to the following Terms and Conditions, which together with the order form or other contract entered into between you and Connect constitute the "Agreement". All references herein to "you" are deemed to mean the organization or company that has entered into the Agreement or the individual who entered into the Agreement if they did so in their individual capacity.

Because Connect offers a variety of products and services, not all of these Terms and Conditions may be applicable to you. They are divided into the following sections:

- **Universally Applicable:** This section applies to you regardless of what you have purchased.
- **Attendee:** This section applies to you if you are attending an event.
- **Exhibitor:** This section applies to you if you are securing exhibition space at an event.
- **Sponsor:** This section applies to you if you are purchasing a sponsorship package for an event.
- **Advertiser:** This section applies to you if you are purchasing advertising in any medium.

Note that in addition to the Universally Applicable section, more than one of the other sections may apply to you depending on your particular Agreement. For example and without limitation, an Exhibitor is also bound by the Attendee section by being present at the event; similarly, an Attendee who purchases advertising in connection with an event is bound by both the Attendee and the Advertiser sections.

Universally Applicable Terms and Conditions

Binding Nature. By entering into an Agreement with Connect, whomever signs the applicable order form or contract on behalf of an organization or company represents and warrants that they have authority to bind their organization or company and that their organization or company will be liable for payments due and all other obligations hereunder. Cancellation Fees may apply; see Terms and Conditions for details.

Notices. Unless specifically stated otherwise in one of the section below, all notices to Connect should be delivered to:

Tarsus Connect LLC

15 Technology Parkway South, Suite 250

Norcross, GA 30092

Notices will be effective when received by Connect.

Representations and Warranties. Connect gives no representations or warranties with regard to any aspect of any event or any advertising placement, which are provided "as-is", and Connect disclaims any and all such representations or warranties, whether express or implied, including without limitation

representations or warranties related to the number or types of attendees or outcome of any level of participation in an event or placement of any advertising, or of merchantability or fitness for a particular purpose.

Force Majeure. Except for payment obligations, neither party shall be deemed in default of this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to strikes, boycotts, war, acts of God, natural disasters, labor troubles, riots, delays of commercial carriers, restraints of public authority, pandemics, epidemics, or other public health threats, government-mandated shutdowns, or for any other reason, similar or dissimilar, beyond the parties' reasonable control, provided that the party relying upon this section (i) gives the other party prompt written notice thereof and (ii) takes reasonable steps under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that if a force majeure event described in this section extends for a period in excess of sixty (60) days in the aggregate, either party may immediately terminate this Agreement. Upon such termination, any non-refundable fees paid by you will be credited to future events or advertising placements to be selected at your discretion.

Hold Harmless and Indemnification. You agree that neither Connect, nor any of its employees, agents, contractors, licensees, or other related parties shall be liable for any claims, losses, damages, medical emergencies, sickness, death, injuries, or other liability which may be sustained by any person or property while traveling to, attending, or participating in an event or arising from any other goods or services furnished by Connect hereunder. You agree that you will hold harmless and indemnify Connect and its affiliates, contractors, licensees, and other related parties, and each of their officers, directors, shareholders, employees, representatives, agents, and contractors from every claim, liability, expense (including attorneys' fees), cost, or injury to persons or property related to any allegation that may arise from attending or otherwise participating in an event or receiving or using any other goods or services furnished by Connect hereunder. Claims for which this indemnification obligation apply include, without limitation: (i) your presence or other participation at an event, including but not limited to subrogation claims by anyone having a contract of insurance with you; (ii) claims of damage or loss to the facility hosting an event or to the person or any property of you or any of your officers, agents, employees or other representatives; (iii) claims of damage or loss to any third party caused directly or indirectly by you or your actions or omissions, including but not limited to any defamation, or any infringement of any copyright, patent, trade secret or trademark; (iv) any breach by you of any obligations under this Agreement, including, but not limited to, any violation of any law, ordinance, rule, regulation, or union or guild regulation.

Disclaimer of Responsibility. In addition to the above, all exhibits, fittings, goods, personal and business property, and any other items brought to an event are at the sole risk of the attendee, exhibitor, or sponsor, as applicable. Connect shall not be responsible for theft, loss, or damage to any of the foregoing, however caused, including by fire, water damage, or any other cause, whether foreseeable or not and regardless of whether Connect was advised of the possibility thereof or received notice thereof in advance, and neither Connect nor any other party involved in an event, including without limitation the facility owner, will carry any insurance against any such loss or damage, such insurance coverage being your sole responsibility.

Limitation of Liability and Time Period for Claims. To the fullest extent permitted by law, Connect hereby disclaims any liability for and will not be responsible for any indirect, consequential, special, or incidental costs, damages, or losses arising in any way, directly or indirectly, from the event or from this Agreement, including without limitation lost revenues, lost profits, or loss of business, loss of goodwill, or damage to reputation. Connect's maximum liability hereunder, whether in contract, tort, or otherwise (including any negligent act or omission) shall be limited to the amount paid by you to Connect hereunder. Without otherwise limiting the foregoing, any claim hereunder must be made in writing within thirty (30) days following the last day of the applicable event or advertising placement, and failure to give such notice shall constitute a waiver of any such claim.

Choice of Law, Venue, and Waiver of Jury Trial and Class Action

- This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi and Harrison County.
- ANY LITIGATION BASED ON THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE STATE COURTS OF THE STATE OF MISSISSIPPI THAT ARE LOCATED IN HARRISON COUNTY, MISSISSIPPI, AND FEDERAL COURTS IN THE SOUTHERN DISTRICT OF MISSISSIPPI. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH LITIGATION BY THE MAILING OF COPIES THEREOF BY CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY'S ADDRESS SET FORTH IN THIS AGREEMENT. SUCH SERVICE SHALL BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.
- EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING UNDER THIS AGREEMENT.
- THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.

Entire Agreement; No Waiver; Severability; Assignment. This Agreement constitutes the entire agreement between the parties and may only be changed by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought. If any term or provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heirs, successors and assigns of the parties, subject to the terms of this Agreement regarding assignment.

Attendee Terms and Conditions

Admittance. Registration entitles the specified number of individuals to attend the applicable event; registration credentials are non-transferable.

Behavior. Each event may have its own code of conduct or other policies, and all attendees are required to comply with them. These policies may limit or prohibit things like disruptive behavior, solicitation, carrying of weapons, or other activities that may be deemed detrimental to a productive event at the discretion of Connect, the facility, and/or other organizing parties.

Health and Safety Protocols. All events will be subject to such health and safety protocols as may be issued by federal, state, and local authorities, as well as from Connect and/or the respective facility and/or other organizing parties.

Security. Connect is under no obligation to provide security for the event but may do so at its option, provided however that the presence or absence of security personnel does not and will not override your responsibilities hereunder for the safety of persons or property, and neither Connect nor the facility nor any other related party, including without limitation any security company, nor any of its or their personnel shall be liable to you for their provision of services or failure to do so. For the safety of all attendees, speakers, staff, exhibitors, and other program participants, all persons, packages, bags, and other containers are subject to reasonable search, and personal items may require being stored during the event.

Contact Information: You grant Connect the right to share your name and contact information with other event attendees, exhibitors, and sponsors. You further grant permission for Connect to contact you via phone, SMS, or email unless and until such permission is expressly revoked by you.

Use of Likeness. You acknowledge and agree that Connect and its agents, contractors, and licensees have permission to photograph and capture video content of you for use in advertising, promoting, broadcasting, or otherwise referencing the event and/or Connect's services in any and all media throughout the universe in perpetuity without any approval or payment to you.

Event Details. Connect reserves the right to alter or change the name of any event, its venue/facility, and the official event suppliers and vendors.

No Conflicting Promotion. You may not promote or facilitate any activities that would or might draw attendees away from the event, including without limitation encouraging or facilitating attendees' diversion to a local showroom, hospitality suite, or other non-event activity.

No Refunds; Cancellations. Event registration fees are not refundable. If an event is cancelled by Connect after registration fees have been paid, those amounts will be credited toward a future event.

Should you wish to cancel your attendance at an event for which you have registered, the following policy shall apply:

- If cancelled within thirty (30) days of the event, no refunds or credits will be provided.
- If cancelled more than thirty (30) days but less than ninety (90) days prior to the event, 50% of the registration fee will be credited toward a future event.
- If cancelled more than ninety (90) days prior to the event, 100% of the registration fee will be credited toward a future event.

Connect Plus: If you have purchased membership in the Connect Plus program, your membership fee constitutes advance payment of a registration fees for one conferences during the twelve calendar

months immediately following the start of your membership. While your membership fee will be broken into monthly installment payments, Connect Plus is not a subscription program and failure to attend the allowable number of conferences does not entitle you to any refund of any portion of your membership fee, which is non-refundable and due in full throughout your 12-month membership period even if you cancel your participation. Your membership will automatically renew for subsequent twelve-month periods for which you will be charged at the rate you purchased your membership unless Connect notifies you that the price has increased unless you cancel an impending autorenewal by sending an email to connectplus@connectmeetings.com at least sixty days prior to the expiration of your then-current membership .

Exhibitor Terms and Conditions

All Exhibitors are subject to the Attendee Terms and Conditions above and the following additional Exhibitor Terms and Conditions:

Event Manual. Connect will furnish an Event Manual to you reasonably in advance of the event, which will describe your specific rights and responsibilities relating to your status as an exhibitor at the event.

Printed and Promotional Materials. Your printed and promotional material may be distributed at the event only from your exhibit space.

Assignment of Space. Connect will allot/assign space for your exhibit as designated elsewhere in this Agreement, but reserves the right to modify or alter the position of your space as reasonably required and will endeavor to provide space of comparable size and value as originally assigned. You may not assign, transfer, share, or sublet your space to any third party without Connect's prior written approval.

Exhibit Stand: Quality and Character, Construction, Maintenance, and Liability.

- Connect reserves the right to approve, in its reasonable business judgment, the appropriateness of all aspects of your exhibit, including without limitation the attire and conduct of your representatives. Without otherwise limiting the foregoing, you should plan to exercise good taste and judgment in how you display products and services. Connect reserves the right to restrict, modify, or remove any element of your exhibit that it deems inappropriate and for which you are unable to agree on modifications directly with Connect.
- You must not do, cause, permit or suffer to be done anything which shall in the opinion of Connect constitute a nuisance at the venue. You shall ensure that sound levels emitted from the exhibit stand shall not exceed those levels which in the opinion of Connect would cause disturbance to other stand holders or which would breach any laws, bye-laws or any other relevant rule or regulation. You must not use the exhibit stand or any part of the venue for any illegal or immoral purpose or for betting or gaming.
- Your exhibit must be accessible to all individuals with disabilities in compliance with the Americans with Disabilities Act.
- If your exhibit requires any special safety equipment for attendees it is your responsibility to furnish such equipment and you are solely responsible for any harm to persons or property resulting from the conditions that mandate the use of such safety equipment, even if such safety equipment is used as directed.

- All exhibit stands other than island sites will be required to have a standard shell scheme or an alternative scheme acceptable to Connect. A full specification of the official shell scheme is available on request from Connect. All island site stand designs must be approved by Connect in advance of the event.
- All exhibit stands and fittings must be safely and properly erected or placed and must conform to any regulations or laws of governing authorities and the facility (including fire precautions) and are subject to Connect's approval, who may require you to submit plans in advance of erection or fitting.
- All costs and expenses of your exhibit are your sole responsibility.
- Construction and takedown/removal of your exhibit stand must occur during the days and times designated by Connect and must be performed by individuals legally authorized to perform such work.
- Your exhibit may only connect to the facility's electrical, gas, water, or other utilities as necessary for its operation and as approved in advance by Connect.
- Without limiting anything else herein, you are responsible for any damage to the facility caused by the construction, operation, takedown, or removal of your exhibit stand and agree to resolve any claims therefor directly with the facility.
- You must occupy the exhibit stand allocated to you by the show opening time on the first day of the event. If you fail to do so, you will be deemed to have cancelled your booking and Connect may resell or reallocate the exhibit stand.
- If Connect reasonably believes that you are engaged or intend to be engaged in activities which are deemed to be contrary to the best interests of the event or which appear unethical or to be in breach of any applicable law, Connect may without being under any liability to refund or abate any charges paid or due herein, cancel any exhibit stand allocation which may have been made to you and require you to vacate the exhibit stand allocated to you.
- Entertaining on exhibit stands by dispensation of spirits, wine, beer, mineral water, beverages and other refreshments either for eating or drinking is only permitted if Connect has granted you written permission to do so.
- No cinematographic, photographic, film, radio, television or any other apparatus which reproduces the words or actions of performers may be used in the venue unless Connect has granted you written permission to do so. If such consent is given, you must observe and comply with such conditions as Connect shall impose.

Insurance. Connect will provide you with the terms and amount of any required insurance.

Compliance. You shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, all rules of the event facility, and all union and guild regulations, and you shall obtain all necessary permits or licenses for your exhibit at your sole cost and expense.

Representations and Warranties. By placing an exhibit at an event, you represent and warrant that you have all necessary rights to do so, including without limitation the right to advertise and/or sell any goods you exhibit.

Use of Event Insignia. By registering as an exhibitor at an event and upon full payment of fees therefor, Connect grants you a limited, non-exclusive, non-transferable, revocable license to use the approved name and logo for the event solely for the purpose of promoting your presence as an exhibitor at the event, provided that you do not use any of the foregoing in a misleading manner, including without limitation to indicate that you are a sponsor of the event unless you actually are.

Use of Your Name and Logo. By registering as an exhibitor at an event, you grant Connect the right to use your name and logo in any manner and in any media related to the event or to Connect's business, including without limitation by identifying you as an exhibitor at the event.

Termination. Connect may terminate this Agreement by serving at least 10 days' notice in the following circumstances :

- (a) In the event you commit an act of bankruptcy or (being a company) going into liquidation (whether voluntary or compulsory, other than a member's voluntary winding up for the purpose of amalgamation or reconstruction), or any analogous event in any jurisdiction;
- (b) In the event that there is a 50% drop against predicted registration numbers at the event; and
- (c) Connect believes that it is reasonable to cancel or postpone the event for health and safety reasons.

Sponsor Terms and Conditions

Sponsor Rights. By purchasing sponsorship of an event, you will receive only those elements identified as part of your sponsorship package.

Use of Event Insignia. By purchasing a sponsorship package for an event and upon full payment of fees therefor, Connect grants you a limited, non-exclusive (unless specifically agreed as part of your package), non-transferable, revocable license to use the approved name and logo for the event solely for the purpose of promoting your sponsorship of the event, provided that you do not use any of the foregoing in a misleading manner, for example by overstating your level of sponsorship.

Use of Your Name and Logo. By purchasing a sponsorship package for an event, you grant Connect the right to use your name and logo in any manner and in any media related to the event or to Connect's business, including without limitation by identifying you as a sponsor of the event.

Insurance. Connect will provide you with the terms and amount of any required insurance.

Advertiser Terms and Conditions

Payment and Payment Terms. Fees will be due and payable no later than ten (10) days from signature. Timely payment is of the essence of this Agreement. Without limiting any other right or remedy available to it hereunder or at law or equity, Connect may withhold any advertising placements hereunder and/or terminate this Agreement if you fail to make timely payments and do not bring your account current within five (5) days of receipt of notice of your delinquency from Connect. Without otherwise limiting the foregoing, past due amounts will accrue interest at the rate of 1.5% per month or the highest rate allowable by law, whichever is lower, and you will be liable to Connect for its reasonable expenses (including attorneys' fees) incurred in the collection of past due amounts from you.

Advertiser Materials. You will provide all necessary brand guidelines and high res assets (logos, product shots, social images etc.) required by Connect within the time frame specified by Connect but in no event less than three (3) business days prior to the launch date of the placements described in this Agreement. Advertiser hereby grants to Connect a non-exclusive, non-transferable, royalty-free license to use and reproduce such materials to the extent necessary or appropriate to fulfill Connect's obligations under this Agreement.

Termination. Connect may terminate this Agreement immediately if you breach any portion of this Agreement. Upon termination, all amounts due under this Agreement shall immediately become due and payable.

Cancellation and Makegoods. Unless otherwise expressly agreed in writing, you may not cancel the specific placements identified in the Agreement. In no event will fees be refunded; in the event any specific placements are not delivered as contracted for, your sole remedy shall be for Connect to furnish makegoods of comparable value.

Representations and Warranties/Indemnity. In addition to any other provisions herein:

- You represent and warrant that: (i) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (ii) you own (or have the right to use) all content, including all trademarks and copyrighted material, provided to Connect or otherwise used by you pursuant to this Agreement; (iii) the advertising and any other content published or displayed pursuant to this Agreement will not violate or infringe any law, rule, regulation or right of any third party; (iv) you will fulfill all representations and commitments made in any advertising; and (v) you will act at all times in accordance with all applicable laws, rules and regulations.
- You shall indemnify, defend and hold harmless Connect and its affiliates, contractors, licensees, and other related parties, and each of their officers, directors, shareholders, employees, representatives, agents, and contractors from every claim, liability, expense or injury related to any allegation regarding: (i) the breach of any representation or warranty made, or failure to perform any obligation undertaken, by you pursuant to this Agreement; (ii) the content of, or representations made in, any advertising; and (iii) any other content, material or information provided, created or used by Advertiser. Connect will have the right to control the defense of any claim involving Connect.

Sponsored Content/Brand Integration/Advertorial Placements. If you are purchasing sponsored content, brand integrations, or advertorial placements ("Sponsored Placements"), all of the content, services and/or materials furnished by Connect in connection with the Sponsored Placements shall be considered "Connect Services and Materials". With respect to the Connect Services and Materials, the parties agree as follows:

- You take no ownership interest in any of the Connect Services and Materials (except for the materials furnished by you as such may be included therein).
- You shall have approval and consultation rights with respect to the Sponsored Placements only as may be specifically described in the Agreement. With respect to any such Sponsored Placements for which you have an approval right, Connect will endeavor to deliver each such proposed Sponsored Placement in sufficient time to permit you to meaningfully to exercise your approval right. You will

exercise your approval rights (if any and if applicable) in a reasonable and timely manner and without intent to frustrate the purposes of this Agreement or cause Connect to incur unbudgeted costs.

- Notwithstanding your review and/or approval of any Sponsored Placements, and except as otherwise specifically set forth in the Agreement, Connect shall be responsible for planning, managing, and operating on a turnkey basis all aspects of the Sponsored Placements (other than the materials furnished by you and any claims expressed or implied by them). With respect to all Connect Services and Materials, Connect shall be responsible for compliance with all responsibilities of a publisher, including without limitation: (a) clearing rights to content and third party materials as necessary (including without limitation obtaining all necessary rights to feature any people, places, music, or products in the Connect Services and Materials but excluding any featured in the materials you furnish to Connect); and (b) placing any disclosures as may be mandated by the FTC or any other regulatory or governmental bodies.

been the most useful and worthwhile for the participants? What aspects do the field not feel are valuable or repetitive in their training?

a. Please provide examples

Most useful-

Segmentation workshops- we have a lot of new people that need to be reminded of the different prescriber traits and how to set up a call for those segmented physician types

IVA workshops- The functionality needs to be gone over. Some have given feedback that toggling between cells can be difficult at times.

Core Care Do- Being prepared to make a call is important. There are some that like going through this, but most have said they use it to set up their calls and don't need to spend more time on going over it

b. What specific elements of the workshops have felt repetitive?

As stated, Core Care Do gets repetitive in some people's opinions

3. What objectives are they looking to achieve regarding By Your Side? Are there specific challenges HCAs are facing with BYS (i.e., transitioning from their clinical message to BYS, verbalizing BYS message with limited time)?

Verbalizing with limited time. As we transition to more of a total office call when YODA is rolled out, we will find the time to speak with the individuals responsible for educating our patients on this service

Providing more value of what BYS is questioned sometimes. Accounts think they are proficient in providing this service on their own and don't see the need for BYS. There has also been confusion between what BYS has to offer vs JJ Path from JBI

THE GROUP TRAVEL LEADER

Insertion Order

Advertiser
Zach Holifield
Coastal Mississippi
2350 Beach Blvd, Ste A
Biloxi, MS 39531
228-896-6699
ZACHARY@COASTALMISSISSIPPI.COM

Billing Contact
Coastal Mississippi
Zach Holifield
2350 Beach Blvd, Ste A
Biloxi, MS 39531
ZACHARY@COASTALMISSISSIPPI.COM

Publisher
Rep: Kelly Tyner or Kyle Anderson
Rep Phone: 888-253-0455
Rep Email: kelly@grouptravellerleader.com
Rep Email: kyle@grouptravellerleader.com

Publication	Issue	Year	Ad Size	Section	Net	Ad Notes
Group Travel Leader	Jan	2022	FAM Tour Program		\$22,000.00	
Group Travel Leader	Jan	2022	FAM News Article		\$0.00	Runs in January issue of GTL, GOF & ST
Group Travel Leader	Jan	2022	Full Page		\$0.00	ad due by December 17
Group Travel Leader	May	2022	Full Page		\$0.00	ad due by April 5
Group Travel Leader	Jun	2022	Full Page		\$0.00	ad due by May 5
Group Travel Leader	Jun	2022	7 Page Feature Article		\$0.00	

Product	Position	Start Date	End Date	Net	Item Notes
Group Travel Leader - DIGITAL	E-blast	12/17/2021	12/31/2021	\$0.00	FAM registration e-blast due by 12/17
Group Travel Leader - DIGITAL	E-blast	1/1/2022	1/1/2022	\$0.00	FAM registration e-blast
Group Travel Leader - DIGITAL	E-blast	2/1/2022	2/1/2022	\$0.00	FAM registration e-blast
Group Travel Leader - DIGITAL	Website Banner Ad	1/1/2022	1/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	Website Banner Ad	3/1/2022	3/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	Website Banner Ad	5/1/2022	5/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	Website Banner Ad	7/1/2022	7/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	Website Banner Ad	9/1/2022	9/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	Website Banner Ad	11/1/2022	11/1/2022	\$0.00	250 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	2/1/2022	2/1/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	4/1/2022	4/1/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	6/1/2022	6/1/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	8/1/2022	8/1/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	10/1/2022	10/1/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	E-Newsletter Banner Ad	11/1/2022	11/30/2022	\$0.00	300 x 250 pixel ad
Group Travel Leader - DIGITAL	Social Media	1/1/2022	1/1/2022	\$0.00	Facebook posts
Group Travel Leader - DIGITAL	Social Media	2/1/2022	2/1/2022	\$0.00	Facebook posts
Group Travel Leader - DIGITAL	Social Media	3/1/2022	3/1/2022	\$0.00	Facebook posts
Group Travel Leader - DIGITAL	Social Media	4/1/2022	4/1/2022	\$0.00	Facebook posts
Group Travel Leader - DIGITAL	Itinerary Listing	1/1/2022	1/1/2022	\$0.00	Up to 10 itineraries on website for 1 year
Group Travel Leader - DIGITAL	Photo Slideshow	1/1/2022	1/1/2022	\$0.00	Ten photos on Photo Slideshow
Group Travel Leader - DIGITAL	Web Video	1/1/2022	1/1/2022	\$0.00	
Group Travel Leader - DIGITAL	Advertisers Page	1/1/2022	1/1/2022	\$0.00	

Total:	\$22,000.00
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Advertising Terms & Conditions

Insertion Orders: We require a signed insertion order for any advertisement. All orders and materials are subject to acceptance by The Group Travel Leader Inc.

Cancellation Policy: Any advertisement cancelled 15 days prior to the space deadline will be billed at the contract-cost of the ad.

Deadlines: Advertisers who submit signed insertion orders accept responsibility for meeting all deadlines. Ad materials on file shall be kept for a period of at least 6 months. Your account manager will repeat your last ad on file when new ad materials are not received by deadline. If we do not receive an ad from you by the deadline and we do not have an ad on file, you will still be billed for the ad even though it does not run in designated issue.

Billing: Bills are rendered on the day of publication. Terms are net 30 days. Advertisers who place advertising through an agency are ultimately liable for the cost of the ad should the agency default on payment.

Materials: Materials should be sent via e-mail to your sales rep.

K. B. Kelly
Advertiser Date Account Executive
12-17-21
Thank you for your business!

12/17/21 Kelly Tyne
Date



JOHN JESSEY CONSULTING SERVICES AGREEMENT

The following is an agreement for services to be rendered by John Jessey as a contractor consultant for Mississippi Gulf Coast Regional and Visitors' Bureau dba Coastal Mississippi. John Jessey will provide services as follows:

Consulting Expertise for Implementation of Coastal Mississippi's Economic Development Administration Recovery Grant & Potential Growth Opportunities for the Destination Marketing Organization. John Jessey's responsibilities include, but are not limited to:

Research, identify, solicit, evaluate, and execute marketing proposals and plans from retail and wholesale planners and sellers of travel, including hoteliers, tour planners, airlines, motorcoach operators, travel content providers, golf wholesalers, military, religious and alumni associations as new business.

Assist with creation of new marketing partnerships and insure commitment at the highest, most authoritative levels of existing and new partner companies.

Integrate/utilize the power of overall Coastal Mississippi brand marketing tactics and content to increase the effectiveness of marketing initiatives, communication strategies and leisure sales programs.

Provide information and assist in preparation of RFPs and briefs to enable prospective partners to develop and respond with inbound proposals that are more tightly aligned with marketing, communication and leisure sales departments' objectives and therefore have greater chance of success in achieving those objectives.

Provide information and assist in developing outbound proposals for other entities that could partner with Coastal Mississippi and provide incremental funding based on past results that suggest proposed future strategies and tactics.

Evaluate and present on a monthly basis the marketing performance of partner programs and campaigns to ensure that they meet marketing objectives and recommend improvements.

Review and present to Executive Director monthly results of ongoing programs and apply learnings to optimize programs in real time as well as suggest creation of new programs.

Monitor industry data (such as STR reports), trends and competitors' efforts to identify new strategies and qualify potential new partners.

If requested by Executive Director, personally participate in Coastal Mississippi Board of Directors, Advisory Board, related associations and other meetings as necessary to insure continued alignment and optimization of ongoing and new leisure marketing department programs with overarching Coastal Mississippi marketing and sales goals.



At Executive Director's request, review and assist in development of other Coastal Mississippi departments' plans and programs as needed.

Collaborate on strategic planning with Coastal Mississippi Executive Director and staff to establish departmental goals, objectives, and strategies for future funding and budget creation.
Provide assistance, industry knowledge and guidance with creation and development of air service to Gulfport-Biloxi International Airport.

Provide assistance by researching grant and potential revenue opportunities.

Provide assistance and guidance to achieving Coastal Mississippi Strategic Plan goals and objectives as needed.

Fees, Payment Schedule, Terms

Coastal Mississippi shall pay a fee of \$1,500.00 per month during the term hereof with payment being due to John Jessey within 30 days following the end of each month. John Jessey will provide all services in a professional manner observing all laws and regulations applicable to the services performed and provide monthly invoicing for payment remittance. All completed reporting/projects due to Coastal Mississippi and materials, and or other properties owned by Coastal Mississippi used in the creation of said report or projects shall be submitted or returned to Coastal Mississippi by or before 10 days from the date of termination of this agreement.

Conflicting Duties

It is understood by the parties that this agreement does not prohibit John Jessey from rendering services on behalf of other clients when such services are not in conflict with Coastal Mississippi's interests as outlined in this agreement or as otherwise agreed upon between Coastal Mississippi and John Jessey.

Independent Contractor

In the performance of any services described in this agreement, the parties understand and agree that John Jessey is an independent contractor and no employer-employee relationship will exist at any time between Coastal Mississippi and John Jessey. John Jessey agrees that Coastal Mississippi will not and is under no obligation to provide any employment or any other benefits to which Coastal Mississippi employees are entitled.

Confidentiality

All materials resulting from John Jessey's work performed under this agreement are to be treated as confidential unless agreed upon by Coastal Mississippi and John Jessey. If Coastal Mississippi requires additional services of John Jessey, both parties must confirm in writing mutual agreement as to the compensation to be paid prior to the services being rendered by John Jessey.

Effective Date

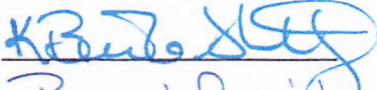
This agreement shall become effective upon the 1st day of January, 2022, and shall remain in effect until April 30, 2022 unless renewed and extended upon written mutual agreement of the parties.



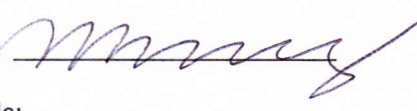
Miscellaneous

This instrument contains the entire agreement of the parties. No modification, amendment, change or other alteration shall be binding upon the parties unless the same is in writing and signed by all parties.

Mississippi Gulf Coast Regional
Convention and Visitors Bureau dba/
Coastal Mississippi

By: 
Title: Board President
Date: 12-17-21

John Jessey

By: 
Title: _____
Date: 12/17/21

LEASE AGREEMENT
BETWEEN
MISSISSIPPI COAST COLISEUM COMMISSION
AND
MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU
d/b/a COASTAL MISSISSIPPI

1-1-22 This Lease Agreement ("Lease Agreement") is made and entered into with an effective date of by and between Mississippi Coast Coliseum Commission, a political subdivision of the State of Mississippi ("Lessor") and the *Mississippi Gulf Coast Regional Convention and Visitors Bureau* d/b/a Coastal Mississippi ("Coastal MS" or "Lessee"), a public body created pursuant to H. B. 1716, Local and Private Laws of Mississippi, 2013.

WITNESSETH:

1. DESCRIPTION: Lessee hereby elects its Option to Renew current lease from Lessor and Lessor hereby agrees to Renew lease onto Lessee the premises ("Leased Premises") situated in the City of Biloxi, County of Harrison, State of Mississippi described an Exhibit "A" attached hereto and incorporated herein by reference ("Leased Premises"). Lessee shall also have the right to use, in common with the employees, agents and invitees, the Lessor's common areas and parking areas; subject, however, to the terms and conditions of this Lease Agreement, to the right of the Lessor to alter such areas from time to time and to establish from time to time, uniform rules and regulations for the use thereof.
2. TERM: This Lease Agreement shall commence on JANUARY 1, 2022 ("Renewal Term 2") and shall expire one {1} year from the date thereof unless renewed and extended as allowed herein.
3. RENT: Base rent shall be payable in the amount of \$6325.00 per year payable on the 1st day of agreement for each year so long as a Lease Agreement remains in effect. The Base Rental payment covers natural gas, water, pest control, trash collection, and semi-annual HVAC maintenance. The cost for which shall be the responsibility of the Lessee. All invoices for Lessor for use of electrical power shall be based on the meter rate and usage and paid by Coastal MS monthly.
4. USE AND PARKING: The Leased Premises shall be used for the offices and operations of the Mississippi Gulf Coast Regional Convention and Visitors Bureau and for no other purpose, without prior written consent of Lessor. Lessor consents and agrees to provide and maintain reserved parking for the staff and visitors of the Lessee in the south half of Parking Lot 5 behind the gated area during normal business hours from 8 AM to 5 PM, Monday through Friday.
5. USES PROHIBITED: Lessee shall not use any portion of the Leased Premises for purposes other than those specified herein and no use shall be permitted to be made upon the Leased Premises nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.

6. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Lease Agreement or sublet any portion of the Leased Premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld and shall be provided in a timely manner. Any such assignment or subletting without Lessor's consent shall be void and Lessor may, at the option of the Lessor, terminate this Lease Agreement.

7. **MAINTENANCE, REPAIRS, ALTERATIONS:**

A. Lessor acknowledges that the Leased Premises, including all electrical, heating, air-conditioning, plumbing and other mechanical systems, are and will be in good order and repair upon delivery of possession and occupancy of the Leased Premises by Lessee. Lessee shall, at its expense and at all times, maintain the Leased Premises in a clean, safe and healthy condition, excluding electrical wiring, plumbing and heating and air-conditioning installations, which shall be Lessor's responsibility. Lessee shall be responsible for all repairs required, apart from the roof, exterior walls, common walls, structural foundations, electrical wiring, plumbing, and heating and air-conditioning installations, all of which shall be maintained by Lessor. Notwithstanding the foregoing, Lessee shall be responsible for all maintenance and repairs necessitated by the negligence of Lessee, its employees, and invitees.

B. No improvement or alteration of or to the Leased Premises shall be made without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any permitted improvement or alteration shall be made at the Lessee's own expense and if begun by Lessee it shall be completed by Lessee. Lessee in making any such improvement or alteration shall comply with all applicable laws and ordinances pertaining to such work and/or such use or occupancy, including the Americans with Disabilities Act. Any improvements or alterations shall become and remain a part of the Leased Premises and shall be and remain the property of the Lessor upon the termination of the Lease or Lessee's occupation of the Leased Premises, Lessee shall indemnify and hold harmless Lessor from and against all expenses, liens, claims or damages to either person or property which may arise by reason of such repair, improvement or alteration. Lessee shall not commit any waste upon the Leased Premises and shall refrain from engaging in any nuisance or act which may disturb the quiet enjoyment of Lessor or its invitees or guest in the building which contains the Leased Premises.

8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspection and/or repairs of the same.

9. **LESSEE'S INSURANCE:** Lessee, at its expense, shall procure and maintain the following:

A. Public Liability Insurance, including bodily injury and property damage, insuring Lessee, and naming Lessor as an additional insured, within minimum coverage of not less than

\$1,000,000.00 per occurrence combined since limit coverage on bodily damage, property damage or any combination thereof. On or before the Possession Date, Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall provide ten {10} days written notice to Lessor prior to cancellation or material change of coverage.

B. Fire and extended coverage insurance insuring Tenant's interest in its improvements and betterments to the Leased Premises and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained herein, such insurance coverage to be in an amount equal to the full insurable value of such improvements and property.

C. Worker's Compensation Insurance

10. LESSOR'S INSURANCE: Lessor shall procure and maintain, at its expense, the following:

A. Fire and casualty, hail, windstorm, and flood hazard insurance covering such risks and in such amounts as Lessor in its sole discretion, determines it can reasonably afford. Lessor's insurance will not insure Lessee's personal property.

B. Public Liability Insurance, including bodily injury and property damage, insuring Lessor, and naming Lessee as an additional insured, with minimum coverage of not less than \$1,000,000.00 per occurrence combined since limit coverage on bodily damage, property damage or any combination thereof. On or before the Possession Date, Lessor shall provide Lessee with a Certificate of Insurance showing Lessee as additional insured. The policy shall provide ten {10} days written notice to Lessee prior to cancellation or material change of coverage.

11. UTILITIES: Lessee shall pay, directly to the appropriate supplier, the cost of all telephone, alarm systems, cable, DSL, janitorial services for the Leased Premises. All contractors or outside suppliers whose employees will perform work at or in the Leased Premises must adhere to Lessor's insurance requirements.

12. SIGNS: Lessee shall not install any sign(s) facing on the parking areas or elsewhere on the Leased Premises, or place on the roof or any exterior wall (including both the interior and exterior surfaces of windows and doors) any signs, symbol, advertisement, banner, neon or other light, safe or any other object or thing visible to the public view outside of the Leased Premises, without first obtaining Lessor's approval as to whether the same shall be so installed or placed and, if so, as to the location, number, type and appearance of each thereof.

13. PROMOTIONAL, ADVERTISING AND SPONSORSHIP ACTIVITIES: Lessee shall not use any portion of the Common Areas, the Coliseum, or the Convention Center (except for the Leased Premises) for promotional, advertising or sponsorship activities without permission of the Lessor.

14. **CONDEMNATION:** If any part of the Leased Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall have the option, in its sole discretion, to either terminate and cancel this Lease Agreement or pay such proportion of the rent for the remaining term as the value of the remaining Leased Premises bears to the total value of the Leased Premises as the date of condemnation. In any event, should the demised premises be condemned in whole or in part, such that the remainder is not susceptible for use hereunder, the Lease Agreement shall terminate upon the date in which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided, however, that Lessee shall be entitled to retain any amount awarded to Lessee for Lessee's trade fixtures and/or moving expenses.
15. **TRADE FIXTURES:** Any and all improvements made to the Leased Premises during this Lease Agreement shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all trade fixtures, but shall repair or pay for all repairs necessary for damages to the Leased Premises occasioned by such removal.
16. **DESTRUCTION OF PREMISES:** In the Event of damage by fire or other casualty to the Leased Premises, this Lease shall terminate if the damage is so extensive as to the amount, in all practicality, to the total destruction of the Leased Premises. In all other cases where the Leased Premises shall be damaged by fire or other casualty, the Lessor shall repair such damage with reasonable dispatch if the Lessor shall have determined, in its sole discretion, that to repair such damage is economically feasible. In the event that the Lessor shall have determined that to the repair the damage to the Leased Premises is not economically feasible, this Lease shall terminate. Lessor will have no responsibility to Lessee due to the unviability of the Leased Premises as a result of fire or other casualty.
17. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substance upon the Leased Premises or any common area appurtenant thereto, except use and storage of such substances if they are customarily used in Lessee's business, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
18. **INDEMNIFICATION OF LESSOR:** To the extent permitted by Mississippi Law, Lessee shall defend, indemnify and hold Lessor, its Commissioners, agents, or employees harmless from and against any claim, loss, expense or damage to any person or property arising out of Lessee's use or occupancy of the Leased Premises, or from any act or neglect of Lessee or its servants, employees or agents or any change, alteration or improvement made by Lessee in the Leased Premises.
19. **DEFAULT AND TERMINATION OF AGREEMENT:** If any party fails to perform any of its obligations under this Lease Agreement or materially breaches any provision or condition of this Lease

Agreement, and such breach continues for thirty {30} days after the non-defaulting party gives to the other party a written notice thereof, the non-defaulting party may thereafter, and notwithstanding any waiver of any prior breach or condition, without further notice or demand, declare this Lease Agreement and all rights of the defaulting party terminated; provided, however, that if such defaulting party has commenced the curing of a breach of any provision or condition of this Lease Agreement (other than in connection with the payment of money by Lessee), but cannot, by the exercise of due diligence, complete the curing of same within the specified thirty (30) day period, the defaulting party shall be allowed such additional time as is reasonably necessary, not to exceed an addition thirty (30) day period, to complete the curing of said breach, during which additional time the non-defaulting party shall refrain from exercising any of its remedies hereunder in regard to such breach. If a party breaches or fails to comply with any provision of this Lease Agreement, such defaulting party shall reimburse the other for all costs, including reasonable attorney's fees, in enforcing the non-defaulting party's rights under this Lease Agreement.

20. **ENFORCEMENT RIGHTS:** In the event there is a dispute between Lessor and Lessee regarding the Leased Premises or Lease Agreement, either party may avail itself of all rights and remedies available, at law or in equity, including commencement of an action against the other party in a Court of competent jurisdiction to enforce their respective rights under this Lease Agreement.
21. **ATTORNEY'S FEES AND COSTS:** In any action or proceeding involving dispute as to the Lease Agreement or the Leased Premises, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and all other costs incurred in connection with such action or proceedings, to be determined by the Court.
22. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this Lease Agreement, Lessee shall have the option to renew (Option to Renew) the Lease Agreement for an additional mutually agreed upon term (Renewal Term 2) commencing at the expiration of the Renewal Term 1. All of the terms and conditions of this Lease Agreement shall apply during the Renewal Term 2. Provided that the Lessee is not in default the Option to Renew shall be automatically exercised in the event Lessee fails to provide Lessor with a notice of its intent not to renew not less than 90 days prior to the expiration of the Primary Term. If notice is not given in the manner provided herein within the time specified, this Option to Renew shall automatically take effect.
23. **SUBORDINATION AND ESTOPPEL CERTIFICATE:**
 - A. Lessee shall at any time not less than ten (10) days prior to written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease Agreement, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults, if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Leased Premises.

- B. At Lessor's option, Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (1) that this Lease Agreement is in full force and effect, without modification except as may be represented by Lessor, and (2) that there are not uncured defaults in Lessor's performance.
 - C. Lessors reserves the right to sell or mortgage the herein described Leased Premises and Lessee hereby agrees to subordinate in writing this Lease Agreement. However, the Lessee shall not have any obligation to subordinate this Lease Agreement to any indenture deed, deed of trust, mortgage or other lien or encumbrance now or later affecting the Leased Premises unless the holder (a) recognizes in writing the validity and continuation of this Lease Agreement as long as the Lessee materially complies with the provisions of this Lease Agreement and (b) confirms that any indenture deed, deed of trust, mortgage, or other lien or encumbrance does not cover any of the Lessee's equipment, trade fixtures, alterations or improvements now or later installed or made by the Lessee.
- 24. COMPLIANCE WITH APPLICABLE LAWS: Lessee shall promptly comply with all federal, state and municipal laws, orders and regulations.
 - 25. CONSTRUCTION OF TERMS: All terms used in this Lease Agreement regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any section, subsection, or clause herein may require as if such terms has been fully and properly written in such number or gender.
 - 26. SEVERABILITY: If any provision of the Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease Agreement and the application of such remaining provision(s) shall not be affected thereby.
 - 27. BINDING EFFECT: The provisions of this Lease Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
 - 28. CAPTIONS AND INTERPRETATIONS: The captions, section numbers and article numbers appearing in this Lease Agreement in no way define, limit, construe or describe the scope or intent of such section or article of the Lease Agreement. The language in all parts of this Lease Agreement shall, in all cases, be construed as part of the whole according to its fair meaning and not strictly for or against either Lessor or Lessee.
 - 29. COUNTERPARTS: This Lease Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.
 - 30. NO PARTNERSHIP: Lessor and Lessee shall not be considered or deemed to be joint ventures or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

31. NOTICES: Any notice required to be given under this Lease Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the address below:

LESSOR:

Mississippi Coast Coliseum Commission
2350 Beach Boulevard
Biloxi, Mississippi 39531

with a copy to:

Byrd & Wiser
Attn: Robert A Byrd
P.O. Box 1939
Biloxi, Mississippi 39531
Email: rab@byrdwiser.com

LESSEE:

COASTAL MISSISSIPPI
2350 Beach Boulevard Ste. A
Biloxi, Mississippi 39531

with a copy to:

Dukes, Dukes, Keating & Faneca, P.A.
Attn: Hugh D. Keating, Esquire
P.O. Drawer W
Gulfport, Mississippi 39502
Email: hugh@ddkf.com

32. ENTIRE AGREEMENT: This Lease Agreement, including the recitals contained herein, and the exhibits attached hereto, and all other documents execute contemporaneous) herewith which set forth the rights of the parties, relating to the Leased Premises, contains all covenants, promises, agreements, conditions and understandings between Lessors and Lessee concerning the Leased Premises. There are no oral agreements or understandings between the parties hereto affecting this Lease Agreement and this Lease Agreement, and the above referenced documents supersede and cancel any and all provisions, negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this Lease Agreement. Except as otherwise provided for herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the Lessor or Lessee unless reduced to writing and signed by a duly authorized representative of each.

33. NON-WAIVER: No delay or failure by either party to exercise any right under this Lease Agreement, and no partial or single exercise of the right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
34. GOVERNING LAW: This Lease Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

WITNESS the signature of Lessor on this the 21 day, 2021 December

LESSOR:

MISSISSIPPI COAST COLISEUM COMMISSION

BY: Mark McDonnell

TITLE: EXECUTIVE DIRECTOR

ATTEST: Michelle Menningmann

WITNESS the signature of Lessee on this the 16 day, 2021 December

LESSEE:

MISSISSIPPI GULF COAST REGIONAL CONVENTION AND
VISITORS BUREAU d/b/a COASTAL MISSISSIPPI

BY: K. Bruce Arto

TITLE: Board President

ATTEST: Cynthia Jo Calvert



ADDENDUM TO RESERVATION SERVICES AGREEMENT

ADVANCED RESERVATION SYSTEMS, INC., dba aRes Travel, a California corporation (aRes Travel), and Mississippi Gulf Coast Regional Convention and Visitors Bureau (Client) wish to amend the RESERVATION SERVICES AGREEMENT formerly executed by the Parties with an Effective Date of February 24, 2015.

This ADDENDUM TO THE RESERVATION SERVICES AGREEMENT is made and entered into effective as of November 24, 2021 (the "Effective Date"), by and between aRes Travel and CLIENT. (Client), with reference to the following facts:



Change Exhibit F, Section 5. Fees

From existing language

5. FEES. Client agrees to pay an annual fee of \$2500 per contract year. For initial contract year 50% of the annual fee is due and payable at the time the Reservations Services Agreement is executed and the remaining 50% is due and payable upon delivery of the Reservation Services to the Client. For each of the following contract years the annual fee is due and payable on the anniversary of the Effective Date.

To new language

5. FEES. Client will not pay an annual fee.

CLIENT:	ADVANCED RESERVATION SYSTEMS, INC.
By/Sign: 	By/Sign: 
Name: <u>Kaylan Brooke Shultz</u>	Name: <u>Rob Kazmierski</u>
Title: <u>Board President</u>	Title: <u>VP of Business Development</u>
Date: <u>12-17-21</u>	Date: <u>1/7/2022</u>