

**COASTAL MISSISSIPPI BOARD MEETING- OCTOBER 2020**  
**November 19, 2020**  
**OFFICIAL MINUTES**

The Coastal Mississippi Board met Thursday, November 19, 2020 at 3:15 p.m. at the Mississippi Coast Convention Center located at 2350 Beach Blvd., Biloxi, MS 39531

Commissioners Present: Mary Cracchiolo Spain, President; Mark Henderson, Vice President; Carla Todd, Treasurer; Rob Stinson, Secretary; Nikki Moon, Past President; Bill Holmes; Brooke Shoultz (via phone); Danny Hansen; Jim Williams (via phone); Kim Fritz; Rich Westfall; Richard Marsh; Rusty David; Shirley Dane (via phone)

Commissioners Absent: Clay Wagner

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Erin Rosetti, Director of Communications and Engagement (via phone); Karen Conner, Director of Marketing; Pam Tomasovsky, Director of Finance

Others Present: Hugh Keating, Legal Counsel; Advisory Members: Cami Cornfoot, Hancock County (via phone); Gloria Frey, MS Coast Coliseum and Convention Center (via phone); Mike Davis, IP Casino Resort Spa and Susan Perkins, Mississippi Restaurant and Beverage Association (via phone)

President Cracchiolo Spain called the meeting to Order.

1. Commissioner Hansen made the motion to accept the agenda as presented. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

2. Commissioner Moon made the motion to accept the meeting minutes from the November 2, 2020 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

3. President's Report:

- Recognized and welcomed Advisory Members and Guests

4. Coastal Mississippi CEO Report:

- Presented Monthly Report (attached)

5. Cruisin' The Coast 2020 Update was given by Woody Bailey

6. Commissioner Stinson made the motion to approve the Financial Statements as of October 31, 2020.

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

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

7. Commissioner Hansen made the motion to ratify the check/EFT disbursements on Operating Account totaling \$143,673.80 and the check/EFT disbursements on the Grant Account totaling \$728,587.79.

Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

8. Commissioner Holmes made the motion to ratify the expenses paid by credit card totaling \$7,166.43.

Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

9. Commissioner Holmes made the motion for Coastal Mississippi to take the following actions in reference to a Mississippi DMO Association:

- (1) Join the effort with approximately 23 DMO's from across the State of Mississippi to create and organize a new statewide non-profit organization to be known as the Mississippi Association of Destination and Marketing Organizations or similar title,
- (2) Authorize and contribute the sum of \$5,500.00 as the membership fee on behalf of Coastal Mississippi, and
- (3) Authorize and direct the Chief Executive Officer to undertake all necessary and appropriate actions to coordinate and work with the membership of the association for the purpose of:
  - (a) incorporating the association,
  - (b) creating an organizational structure,
  - (c) electing officers and directors as appropriate,

- (d) establishing by-laws which will include, among other things, provisions for a methodology for allocation of funds received by the association for the benefit of its membership,
- (e) creation of a mission statement, goals and objectives,
- (f) creation of plans and strategies for implementation and achievement of its mission statement, goals and objectives,
- (g) creation of policies and guidelines for operation and administration of the association,
- (h) engagement of independent contractors to represent the association consistent with its mission, goals and objectives, and
- (g) undertaking such other actions as may relate to the purposes for which the association is created.

Seconded by Commissioner Henderson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

10. Commissioner Dane gave a brief recap of the Tourism Engagement Committee Meeting.
11. Commissioner Fritz gave a brief recap of the Marketing & Sales Committee Meeting.
12. Commissioner Westfall made the motion to approve the Student Youth and Travel Association's *Teach and Travel Magazine* Insertion Order and the membership with sponsorship options as presented.

Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

13. Commissioner Moon made the motion to approve the Sherman's Travel Paid Media Opportunity as presented. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

14. Commissioner Westfall made the motion to approve the Peter Mayer Media Plan for January 2021 – September 2021 with the following exception: Meetings and Conventions portion of Media Plan not approved due to meetings and conventions research. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
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Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

15. Commissioner Hansen made the motion to approve the Sparkloft Social Media Plan for January 2021 – September 2021 as presented. Seconded by Commissioner Todd, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

16. Commissioner Holmes made the motion to approve Sparkloft Meetings and Events Digital Technology Tools. Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

17. Commissioner Stinson made the motion to approve the agreement for *Gulf Coast Girl* by Caroline Jones & The Pelicanaires as presented (attached). Seconded by Commissioner Westfall, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

18. Commissioner Henderson made the motion to approve the JZ 94.5 Radio Proposal and Agreement for the Community Building Campaign with the amount reduced to \$5000 (attached). Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

19. Commissioner Henderson made the motion to approve the Mississippi Coast Coliseum and Convention Center Renewal Agreement for one year as presented (attached). Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

20. Commissioner Hansen made the motion to approve the USM Resident Sentiment Research Survey Agreement as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

21. Commissioner David made the motion to approve the Mississippi Aquarium Agreement for the MTA Governor's Conference Opening Reception as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

22. Commissioner Hansen made the motion to approve the Hotard Coaches Agreement for Transportation during the MTA Governor's Conference as presented (attached). Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

23. Commissioner Moon made the motion to ratify and approve the Government Relations and Lobbying Agreement with Cascio Sanford Government Law Group as signed (attached). Seconded by Commissioner Westfall, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

24. Commissioner Fritz made the motion to amend the Governance Committee Charter by deleting the parenthetical phrase in Section 4A (attached). Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

25. Commissioner Rob made the motion to approve the Gulf Coast Business Council Economic Sponsorship which will bring into favorable notice tourism opportunities with Events and Attractions in Coastal Mississippi. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

26. Commissioner Henderson made the motion to approve the internal document in support of the movement of TRF funds in the TRF Budget (attached). Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- A&E
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	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 November 19, 2020.

27. Commissioner Stinson made the motion to move the following TRF Funds from current budget categories:

- \$20,125.00 Research
- \$22,000.00 Regional Media Missions/Media Outreach

- \$25,000.00 Brand Partnerships
- \$10,000.00 Paid Media Opportunities
- \$1338.73 Equipment
- \$337.47 Specialty Items for Media
- \$7500.80 Coast Champions
- \$380.00 SYTA

to the following budget categories:

- \$15,000.00 Community Building Campaign (\$10k Social Media My Secret Coast Campaign & \$5K to JZ Radio)
- \$24,600.00 Technology (Sparkloft Digital Tools for Meetings & Events)
- \$30,000.00 Paid Media (Safe Holiday Campaign- Digital and Search)
- Remaining Paid Media to support Vertical Campaigns

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

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

## 28. Reminders

- Coastal Mississippi Monthly Board Meeting- December 2020  
Thursday, December 17, 2020 3:00pm – 4:30pm MS Coast Convention Center

29. Commissioner Hansen made the motion to adjourn the meeting at 4:45pm. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- A&E
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	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 November 19, 2020.

## COASTAL MISSISSIPPI Board of Commissioners Meeting

### CEO REPORT October 2020

**Milton Segarra, CDME**  
**11.19.20**



## INDUSTRY / BUSINESS DEVELOPMENT

- Jacob Breland, USM- Coastal Mississippi Research Project
- Infinity Space Center Board of Directors Meeting
- DI- Governance Committee Meeting
- Planning Calls regarding Board Strategic Sessions
- U.S. Travel Association Board of Directors Meeting

### UPCOMING:

- MS International Sports Destination Meeting, with Mayor Gilich
- Mississippi Coast Coliseum & Convention Center Board Meeting
- DI- Equality, Diversity & Inclusion Task Force Meeting

## MEDIA

- WLOX – Hurricane Zeta Aftermath & Obstacles Tourism is Facing
- Skift – Thanksgiving Travel Article

## CITY - COUNTY - STATE

- Hancock County Board of Supervisors Presentation- FY21 Marketing Plan and Budget
- Harrison County Board of Supervisors Presentation- FY21 Marketing Plan and Budget
- Harrison County Emergency Management Meetings – Hurricane Zeta Follow-Up
- Lt. Governor Hosemann's Keynote Address
- MTA Advisory Board Meeting / MTA Board of Directors Meeting

### UPCOMING:

- MTA Governor's Conference- Panelist

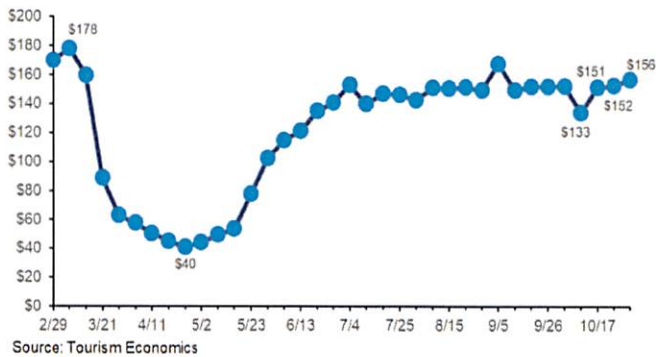
## COMMUNITY

- Gulf Coast Business Council- State of the Coast Economy

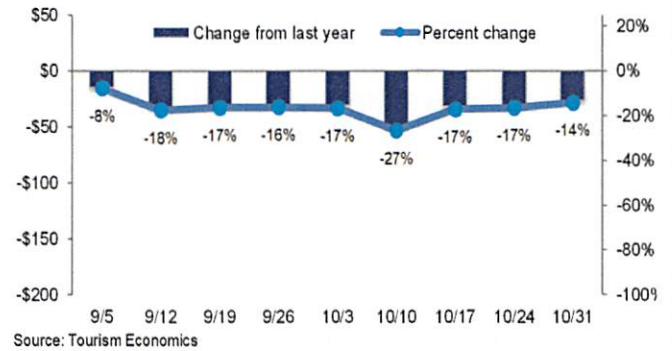
## CEO MONTHLY MEETINGS – November 2020

COASTAL  
MISSISSIPPI *The Pearl Coast*

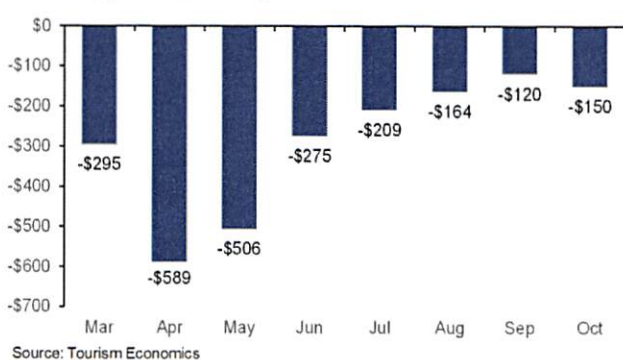
Mississippi weekly travel spending  
\$ millions



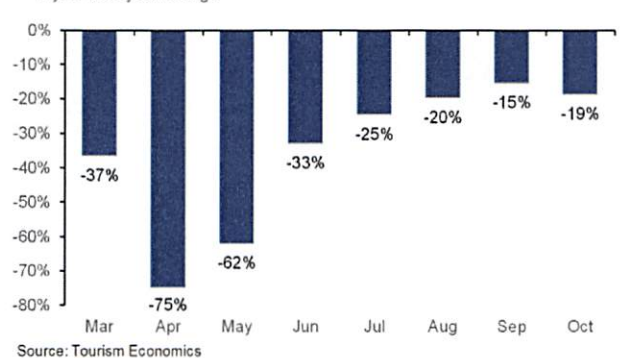
Mississippi weekly travel spending  
\$ millions, year-over-year change



Mississippi monthly travel spending  
\$ millions, year-over-year change

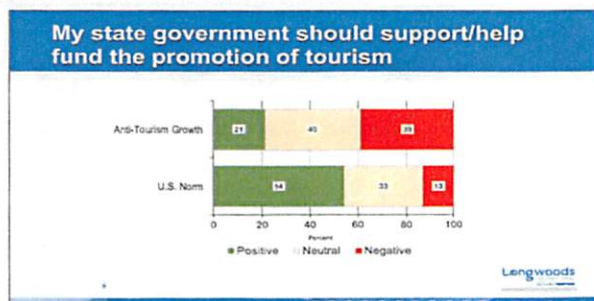


Mississippi monthly travel spending  
% year-over-year change





In examining the minority of Americans who oppose tourism growth, they tend to be older, less educated, lower income and more rural than the national norm. They also tend to be less traveled, less informed about the tourism industry and less supportive of government promotion of tourism.



They also are not supportive of tourism development projects, with a majority of those who do not support growth of the tourism industry against new tourism development.



In order to prevent a vocal minority from thwarting the broad support the American tourism industry enjoys, it is important for industry leaders to constantly educate their communities about the benefits of the industry and efforts to mitigate the industry's perceived negative attributes. Open, two-way communication about the industry with government officials at all levels, all segments of the business community and the public is essential. Fact sheets highlighting the tourism industry's objectives, planning and successes can help keep everyone informed and on message.

## Conclusion

### The Bottom Line is this:

- There is strong support among residents for tourism in the United States, including its growth.
- Most Americans believe the benefits of tourism growth outweigh the negatives.
- However, most do not see tourism as a direct contributor to their personal income, so they may not be very engaged in tourism-related issues.
- Residents are generally very supportive of state and local tourism promotion efforts.
- There is an underlying "Not in my backyard!" concern about tourism growth when it involves more visitors into one's own destination.
- While the opponents of such growth are in the clear minority, they do have a slightly different profile than most residents surveyed that is led by a general negative outlook to many things beyond tourism. They also tend to be very vocal.

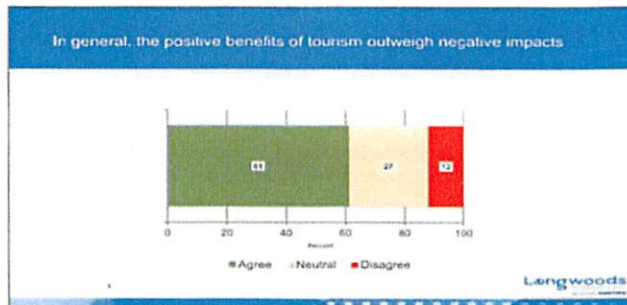
### Key takeaways from these conclusions:

- Never assume residents understand what you do and how much tourism benefits your local area. You need regular and continuous communications.
- Have a messaging and engagement strategy for every group, especially the "Naysayers!"
- Turn locals into "Brand Ambassadors" so they are engaged in your tourism assets and success.
- Be a part of the solution. Coordinate with policymakers and other areas of economic development and government to make sure tourism is seen as a part of the solution to other community needs.

In partnership with Destinations International, this study will be repeated on an annual basis allowing resident sentiment on current and emerging issues to be monitored and shared with its membership and other stakeholders. We look forward to providing future updates.

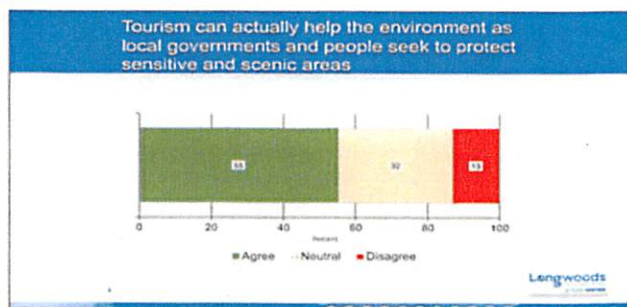
To learn more, please visit <https://destinationsinternational.org/featured-partners-to-learn-more-about-participating-in-your-own-resident-sentiment-study>.

\*Source - all data property of Longwoods International.  
<https://longwoods-intl.com/>

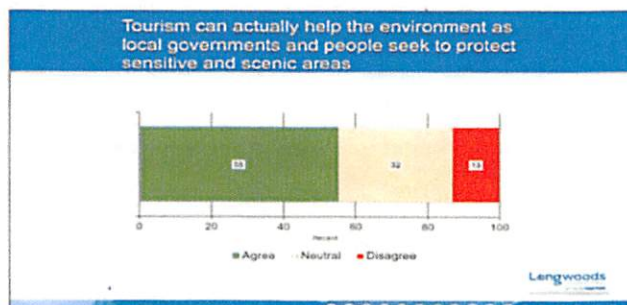


Tourism is seen to deliver a number of benefits, including investment in the local economy, recreational opportunities available to both locals and visitors, better shopping, improved public services and an enhanced quality of life. That said, U.S. residents do believe there are a number of negatives associated with the industry, including low-paying, seasonal jobs, traffic and parking problems, overcrowding at local attractions and leisure facilities and higher prices to the detriment of local residents.

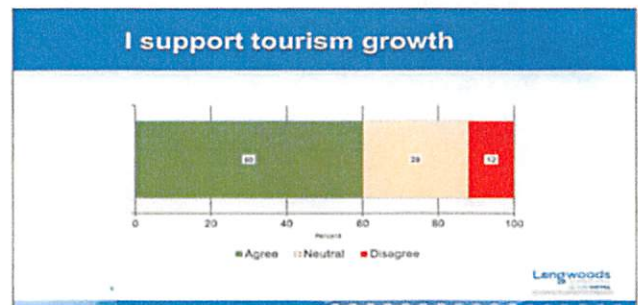
Regarding concerns about the environment, tourism is judged as less detrimental environmentally than other types of development.



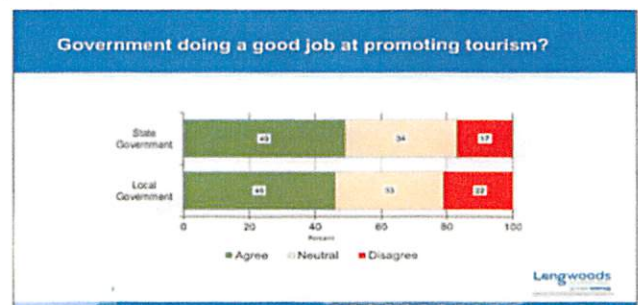
60% of Americans believe careful planning can ensure tourism development is environmentally friendly.



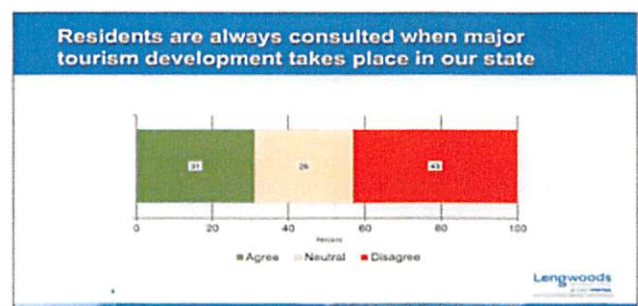
The survey also found strong support for growing the tourism industry, with 60% voicing support for growth in the industry, and only 12% opposing it.



Regarding publicly funded promotion of tourism, there is strong support for both state and local marketing efforts.

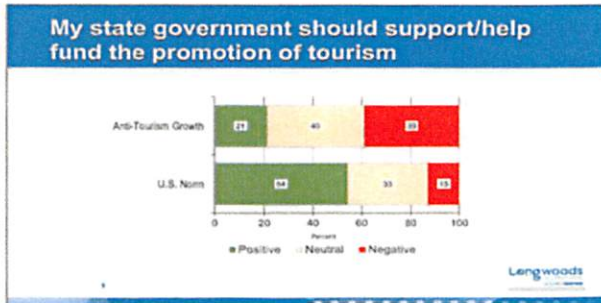


Despite the general support for the industry, more than 40% of respondents do not believe that residents are informed or consulted regarding major tourism development projects.





In examining the minority of Americans who oppose tourism growth, they tend to be older, less educated, lower income and more rural than the national norm. They also tend to be less traveled, less informed about the tourism industry and less supportive of government promotion of tourism.



They also are not supportive of tourism development projects, with a majority of those who do not support growth of the tourism industry against new tourism development.



In order to prevent a vocal minority from thwarting the broad support the American tourism industry enjoys, it is important for industry leaders to constantly educate their communities about the benefits of the industry and efforts to mitigate the industry's perceived negative attributes. Open, two-way communication about the industry with government officials at all levels, all segments of the business community and the public is essential. Fact sheets highlighting the tourism industry's objectives, planning and successes can help keep everyone informed and on message.

## Conclusion

### The Bottom Line is this:

- There is strong support among residents for tourism in the United States, including its growth.
- Most Americans believe the benefits of tourism growth outweigh the negatives.
- However, most do not see tourism as a direct contributor to their personal income, so they may not be very engaged in tourism-related issues.
- Residents are generally very supportive of state and local tourism promotion efforts.
- There is an underlying "Not in my backyard!" concern about tourism growth when it involves more visitors into one's own destination.
- While the opponents of such growth are in the clear minority, they do have a slightly different profile than most residents surveyed that is led by a general negative outlook to many things beyond tourism. They also tend to be very vocal.

### Key takeaways from these conclusions:

- Never assume residents understand what you do and how much tourism benefits your local area. You need regular and continuous communications.
- Have a messaging and engagement strategy for every group, especially the "Naysayers!"
- Turn locals into "Brand Ambassadors" so they are engaged in your tourism assets and success.
- Be a part of the solution. Coordinate with policymakers and other areas of economic development and government to make sure tourism is seen as a part of the solution to other community needs.

In partnership with Destinations International, this study will be repeated on an annual basis allowing resident sentiment on current and emerging issues to be monitored and shared with its membership and other stakeholders. We look forward to providing future updates.

To learn more, please visit <https://destinationsinternational.org/featured-partners> to learn more about participating in your own resident sentiment study.

\*Source - all data property of Longwoods International.  
<https://longwoods-intl.com/>

**THANK  
YOU**

**coastal**  
MISSISSIPPI  
*The Secret Coast*



October 20, 2020

Mary Cracchiolo  
Coastal Mississippi

**RE: "GULF COAST GIRL"**

This letter to confirm the below usage for upcoming campaign:

Contracting Parties: Mississippi Gulf Coast Regional Convention & Visitors Bureau d/b/a Coastal Mississippi  
Mailboat Records | Coral Reefer Music | Mad Cracker Music

Composition: "Gulf Coast Girl"

Artist: Caroline Jones and The Pelicanaires

Writers: Jimmy Buffett, Mac McAnally

Budget: \$2,750 per side (master use/publishing synch) - \$5,500 total

Use/Timing: BGV / :15, :30, :60

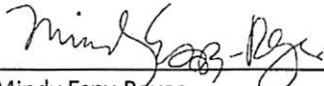
Description: :15, :30, :60 commercial showing all of the fun activities you can do while visiting the Mississippi shore, encouraging local MS residents to visit!


Territory/Term: Mississippi / One Year from start of campaign

Media: Local TV, Radio, social media, website

Per our discussion, you acknowledge that we will be able to view the spot before its distribution. Please credit "Gulf Coast Girl by Caroline Jones & The Pelicanaires" wherever possible.

Agreed to and accepted by:

  
Mindy Espy-Reyes  
Mailboat Records  
VP Marketing/Licensing

  
Mary Cracchiolo  
Coastal Mississippi

## Coastal Mississippi

From: Tamara Wingerter  
Phone: (228) 896-5307 x118  
Email: Tamara@wjzd.com  
10/27/2020 11:47 PM



Flight Dates: 11/02/2020 - 12/27/2020

Demo: P 18+

Radio Market: BILOXI-GULFPORT-PASCAGOULA

Survey: SP20

Geography: Metro

ScheduleDescription:

The Secret Coast

	Format	Daypart	Daypart Code	Spots	Rot	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Length	Unit Rate	Total Cost
<b>Radio Total</b>				720.0	1.0	112.0	112.0	112.0	112.0	111.0	80.0	80.0		\$27.78	\$20,000.00
<b>WJZD-FM</b>	Urban Adult Contemporary			720.0	1.0	112.0	112.0	112.0	112.0	111.0	80.0	80.0		\$27.78	\$20,000.00
<b>Flight A</b>															
				720.0	1.0	112.0	112.0	112.0	112.0	111.0	80.0	80.0		\$27.78	\$20,000.00
11/2/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0		\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
11/9/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0		\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
11/16/20				90.0	1.0	14.0	14.0	14.0	14.0	13.0	10.0	10.0		\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0	1.0	1.0	1.0	1.0	1.0				60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
11/23/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0		\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: BILOXI-GULFPORT-PASCAGOULA; SP20; Metro; Multiple Dayparts Used; P 18+; See Detailed Sourcing Page for Complete Details.

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nielsen  
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## Coastal Mississippi

From: Tamara Wingerter  
Phone: (228) 896-5307 x118  
Email: Tamara@wjzd.com  
10/27/2020 11:47 PM



	Format	Daypart	Daypart Code	Spots	Rot	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Length	Unit Rate	Total Cost
<b>WJZD-FM (continued)</b>															
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
11/30/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0	60	\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
12/7/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0	60	\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
12/14/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0	60	\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00
12/21/20				90.0		14.0	14.0	14.0	14.0	14.0	10.0	10.0	60	\$27.78	\$2,500.00
		M-F 6A-12M	MFROT	50.0		10.0	10.0	10.0	10.0	10.0			60	\$40.00	\$2,000.00
		M-F 5A-6A		5.0		1.0	1.0	1.0	1.0	1.0			60	\$8.00	\$40.00
		M-F 12M-5A		15.0		3.0	3.0	3.0	3.0	3.0			60	\$4.00	\$60.00
		Sa-Su 6A-12M	WKND	20.0							10.0	10.0	60	\$20.00	\$400.00

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: BILOXI-GULFPORT-PASCAGOULA; SP20; Metro; Multiple Dayparts Used; P 18+; See Detailed Sourcing Page for Complete Details.

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## Coastal Mississippi

From: Tamara Wingerter  
Phone: (228) 896-5307 x118  
Email: Tamara@wjzd.com  
10/27/2020 11:47 PM



### Schedule Grand Totals: 8 Weeks

Stations	Format	Spots	Rot	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Unit Rate	Total Cost	Net Reach	Frequency	Gls
Radio Total		720.0	1.0	112.0	112.0	112.0	112.0	111.0	80.0	80.0	\$27.78	\$20,000.00	57,600	22.1	1,272,000
WJZD-FM	Urban Adult Contemporary	720.0	1.0	112.0	112.0	112.0	112.0	111.0	80.0	80.0	\$27.78	\$20,000.00	57,600	22.1	1,272,000

Accepted by Station

Date

Accepted by Client

Date

This station does not discriminate in the sale of advertising time and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

The first demo listed is the Primary Demo.

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## Detailed Sourcing Summary

Radio Market: BILOXI-GULFPORT-PASCAGOULA

Survey: Nielsen Radio Spring 2020

Geography: Metro

Daypart: Multiple Dayparts Used

### Demo/Intab/Population:

Age/Gender	Population	Intab
Adults 18+ (Primary)	309,200	1,169

Stations: User Selected

Additional

Notices:

Estimates reported for dayparts which start and end between 12m and 5a are based on the 5a-5a broadcast day. Estimates for all other dayparts are based on the 12m-12m calendar day.

Please note: The intab reported is for the full twelve weeks of the survey. Users should note that reports run on fewer than twelve weeks are based on smaller sample sizes.

Stations qualify to be reported if they have received credit for five or more minutes of listening and meet a minimum reporting standard of 0.1 AQH unrounded rating in the Metro survey area, Monday-Sunday 6AM-Midnight, during the survey period. If a current Nielsen client does not meet this minimum reporting standard, Nielsen will report the station as long as credited listening is received from at least one diarykeeper.

Estimates are derived from the diaries that provided the audience data for the Nielsen Radio Market Report and are subject to the qualifications and limitations stated in that Report. The TAPSCAN Web software product is accredited by the Media Rating Council and reports both accredited and non-accredited data. For a list of the accredited and non-accredited Nielsen radio markets and data available through TAPSCAN, click here: [http://www.arbitron.com/downloads/MRC\\_Accredited\\_Services\\_Markets.pdf](http://www.arbitron.com/downloads/MRC_Accredited_Services_Markets.pdf)

The Reach and Frequency Model utilized by Nielsen is formulated on the bases of the Harris Model, a Linear Frequency reach-and-frequency model, and the Slide Rule audience (cume) growth model.

Ascription Website:

<http://ascription.nielsen.com>

Rating Reliability Estimator:

<https://rre.nielsen.com>

A Nielsen Radio eBook Special Notices and Station Activities document has been generated for each survey. Please select the hyperlink to the survey that interests you.

<https://ebook.nielsen.com/secure/RR8/2020SPR/0533/pdfs/SpecialNotices.pdf>

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This Lease Agreement ("Lease Agreement") is made and entered into with an effective date of 10-1-20 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 their 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 or 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 October 1<sup>st</sup>, 2020 ("Renewal Term 1") 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 4500.00 (\$) per year payable on the 1<sup>st</sup> day of October 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 Lessor. All invoices for Lessor for use of electrical power shall be based on the meter rate and usage and paid by MGCRCVB 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 condemner 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 condemner 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 practically, 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 additional 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 fee 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 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 (or, if 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 there of 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](mailto: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](mailto: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 24 day, 2020, November

LESSOR:

MISSISSIPPI COAST COLISEUM COMMISSION

BY: [Signature]

TITLE: CEO

ATTEST: Cynthia Go Blunt

WITNESS the signature of Lessee on this the 8<sup>th</sup> day, 2020, December

LESSOR:

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

BY: Matt Mc Donnell

TITLE: Executive Director

ATTEST: Michelle Henningmann

**MEMORANDUM OF UNDERSTANDING  
THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
AND  
COASTAL MISSISSIPPI  
FOR  
CONDUCTING ECONOMIC DEVELOPMENT AND RESEARCH**

**I. PARTIES AND PURPOSE**

- A. This Open Memorandum of Understanding ("OPEN MOU"), effective as of the date of execution by both parties ("Effective Date"), is between The University of Southern Mississippi ("USM") and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi ("Coastal Mississippi").
- B. The purpose of this agreement is to authorize technical research assistance to be conducted known as the ECONOMIC DEVELOPMENT RESEARCH ("Work Assignment"). This agreement is to define the responsibilities of USM and Coastal Mississippi during completion of the scope of work. Areas of specific activity will be outlined in individual work assignments on an as-needed basis.

**II. BACKGROUND**

USM is a publicly funded research university governed under the state of Mississippi Institutions of Higher Learning. The mission of USM is to cultivate intellectual development and creativity through the generation, dissemination, application and preservation of knowledge.

Coastal Mississippi is an organization charged with promoting South Mississippi as a tourism and convention destination worldwide. Its mission centers on attracting ever-increasing numbers of leisure, convention, sports, and business visitors to the area. It is dedicated to maximizing the travel and tourism industry for South Mississippi tourism marketing organization for tri-county Coastal region of Mississippi.

**III. AUTHORITIES**

USM may participate in activities described in Section IV of this agreement with Coastal Mississippi under the authorization of the Office of the Vice-President for Research. Coastal Mississippi may participate in activities described in Section IV of this agreement with USM under the authorization of the Chief Executive Officer for Coastal Mississippi.

**IV. RESPONSIBILITIES OF THE PARTIES**

- A. The University of Southern Mississippi agrees to:

- a. Conduct data analysis and research associated with economic and community development solutions within the contracted period.
  - b. Assign projects to qualified faculty and support staff experienced in conducting applied research in economic and community development.
  - c. Furnish all services and materials required to fully perform and complete the services required.
  - d. Perform satisfactory services within the scope of individual work assignments for the agreed upon price.
  - e. Submit for approval an estimated cost of work to be performed before work begins and will include the maximum dollar amount of fees to be charged for the work performed.
- B. Coastal Mississippi agrees to:**
- a. Provide to USM a scope of work and pertinent supporting data necessary for completing the work, including, but not limited to, the Scope of Work set forth in Exhibit "A" attached hereto and incorporated herein by reference.
  - b. Provide technical support in answering questions and clarifying information during the research study.
  - c. Approve the cost estimate of work to be performed prior to USM beginning the work assignment and pay final invoices upon completion of the Work Assignment.

## **V. FUNDING, PAYMENT, AND REIMBURSABLE ARRANGEMENTS**

USM will submit billing to Coastal Mississippi in two parts: fifty-percent payment is due at survey launch, and the final 50% is due within ten business days of final report submission to Coastal Mississippi.

Total project fee is \$32,607.

## **VI. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this Memorandum of Understanding that the work of USM is considered proprietary for Coastal Mississippi. USM shall not assign, subcontract, sublet or transfer any or all of its interest in this research project without written approval by Coastal Mississippi.

## **VII. OWNERSHIP OF PRODUCTS AND DOCUMENTS**

USM's rights and interest in any intellectual property, including rights to patents and copyrights that may result from services performed under this MOU, shall be limited to any methodologies or techniques developed or used in the performance of these services. Coastal Mississippi shall own all reports delivered by USM. Coastal Mississippi hereby grants to USM a nonexclusive license to use delivered reports only for its own internal research and educational purposes.



## **VIII. CONTRACT DISPUTES**

This Memorandum of Understanding shall be deemed to have been executed in the state of Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the state of Mississippi, excluding its conflicts of law provisions, and any litigation with respect to this agreement shall be brought in a court of competent jurisdiction in the state of Mississippi.

## **IX. COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws. The University shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunal of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this agreement or that may later become effective.

## **X. TERM OF SERVICES**

This MOU for services will become effective on the date of execution for both parties until final report delivery to Coastal Mississippi, which shall occur no later than March 1, 2021.

## **XI. CONTACTS**

The Points of Contact for coordinating activities under this agreement are:

Programmatic:           The University of Southern Mississippi  
                                  Dr. Heather Annulis, Professor of Human Capital Development,  
                                  and Jacob Breland, Associate Professor of Management  
                                  730 E. Beach Blvd  
                                  Long Beach, MS 39560  
  
                                  Dr. Annulis: 228.214.3494; [heather.annulis@usm.edu](mailto:heather.annulis@usm.edu)  
                                  Dr. Breland: 228.214.3316; [jacob.breland@usm.edu](mailto:jacob.breland@usm.edu)

Administrative:       The University of Southern Mississippi  
                                  Marcia Landen

Associate Vice President for Research  
118 College Drive #5157  
Hattiesburg, MS 39401  
601-266-4119  
[Ora-pam@usm.edu](mailto:Ora-pam@usm.edu)

Financial: The University of Southern Mississippi  
Corrie Stringer  
Director, Financial Reporting & Audit  
118 College Drive #5157  
Hattiesburg, MS 39401  
601-266-4119  
[Corrie.stringer@usm.edu](mailto:Corrie.stringer@usm.edu)

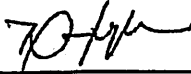
Organization: Coastal Mississippi  
Mr. Milton Segarra  
Chief Executive Officer  
2350 Beach Blvd., Suite A  
Biloxi, MS 39531  
228.280.3132  
[milton@coastalmississippi.com](mailto:milton@coastalmississippi.com)

## **XI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into the Memorandum of Understanding and that the individuals executing this agreement are authorized to execute it and bind their respective parties to it.

WITNESS this my signature in execution hereof, this the 21 day of November

COASTAL MISSISSIPPI



Milton Segarra  
Chief Executive Officer

WITNESS this my signature in execution hereof, this the 2<sup>nd</sup> day of December 2020

THE UNIVERSITY OF SOUTHERN MISSISSIPPI



Marcia Landen  
Associate Vice President of Research

<b>Project Objective</b>	<b>Assess coastal community perspectives of tourism.</b>
<b>Project Overview</b>	<p>This project seeks to determine public understanding of tourism as it impacts local communities with an emphasis on identifying potential points of resistant to growth and development of visitor economy on the MS Gulf Coast. Perceptions of the economic and social impact the visitor economy brings to the MS coastal communities and the region will be the focus of this initiative. Special attention will center on distinguishing perceptual differences between those community members who work in the visitors' economy versus those in non-visitors' sectors. Understand general public awareness of the Coastal Mississippi brand:</p> <ol style="list-style-type: none"> <li>1. Are locals familiar with the Coastal Mississippi-Secret Coast brand (establish a baseline for new locals' campaign)?</li> <li>2. What tourism offerings do locals think CM has?</li> <li>3. What is local's perception of Coastal Mississippi tourism?</li> </ol>

## **Exhibit A**



## Event Contract

Monday, November 30, 2020

ACCOUNT: Coastal Mississippi  
 CONTACT: Natalea Thomson  
 ADDRESS:  
 EMAIL: [natalea@coastalmississippi.com](mailto:natalea@coastalmississippi.com)  
 PHONE:

MISSISSIPPI AQUARIUM REPRESENTATIVE: Anne Wypyski, Event Sales Manager  
 EMAIL: [awypyski@msaquarium.org](mailto:awypyski@msaquarium.org)  
 PHONE: 228-241-1222

### EVENT SUMMARY

Name	Date	Time	Areas	Event Type	Guests	Gtd	Rental	F&B Min
MS Governor's Conference on Tourism	11/30/2020	7:00pm - 9:00pm	MSAQ ALL		150			

### VENUE RENTAL

Qty.		Price	Discount	Discount Price	Total
1	Changing Tides ALL	\$3,300.00	100%	\$0.00	\$0.00
1	Aquatic Wonders ALL	\$5,500.00	100%	\$0.00	\$0.00
1	Dolphin ALL	\$3,000.00	100%	\$0.00	\$0.00
1	Upper & Lower River	\$1,500.00	100%	\$0.00	\$0.00

### FOOD & BEVERAGE

Qty.		Price	Total
150	Food & Beverage	\$16.00	\$2,400.00
	2- HOUR		
150	Fresh Arcadian Garden Salad mixed greens, tomatoes, olives, pepperoncini, shredded cheese <i>served with ranch or balsamic vinaigrette</i> Pasta Action Station	\$36.00	\$5,400.00

Blackened Chicken, Blistered Tomatoes & Broccoli in Asiago Cream Sauce  
*served with toasted focaccia, shaved parmesan & roasted red pepper flakes*  
**Chili Spiced Chocolate Beignets** - packaged to go, Coastal Mississippi to  
 provide stickers for packaging

### Small Plates

Cajun Grilled Gulf Shrimp with Tangy Remoulade - *Aquatic Wonders Shark*  
 Crispy Goat Cheese with Truffle Arugula and Orange Blossom Honey  
 - *Boardwalk Entrance*  
 Mustard BBQ Brisket with Avocado Toast - *Upper Dolphin/ Riverwalk Aviary*

150	<b>Beverages - A' La Carte</b>	\$5.00	\$750.00
	Fresh Brewed Southern Iced Tea (per gallon)		
	Fresh Brewed Gourmet Coffee (per gallon)		
	Fresh Brewed Gourmet Coffee - Decaf (per gallon)		
	Assorted Selection of Hot Tea's (per gallon)		

### OTHER ITEMS

Qty.		Price	Total
1	Mississippi Aquarium - Labor	\$1,000.00	\$1,000.00
1	Event Package Set-up	\$375.00	\$375.00

### SETUP

Changing Tides - Seating for 75

15 - 20 6' foot Banquet Rounds w/floor-length white linens (qty based on final headcount)

150 Banquet Chairs (qty based on final headcount)

Bistro Tables (15)- throughout campus, near small-bite stations (with white linens)

### ESTIMATED BILLING

		Total
Food		\$5,400.00
Labor		\$1,375.00
Beverage		\$3,150.00
<b>Subtotal</b>		<b>\$9,925.00</b>
Service Charge	22.0%	\$1,963.50
State Sales Tax	7.0%	\$832.20
CC Processing Fee		\$0.00
<b>Grand Total</b>		<b>\$12,720.70</b>
Deposit	Unpaid	\$12,720.70
<b>Estimated Amount Due</b>		<b>\$12,720.70</b>
F&B Minimum	Total	\$0.00
	- \$0.00 Met	





## Private Event Agreement

This **PRIVATE EVENT AGREEMENT** is made on by and between Mississippi Aquarium, a Mississippi nonprofit corporation, hereinafter referred to as **THE AQUARIUM**, and Natalea Thomson hereinafter referred to as the **LESSEE**, whose contact and address is:

**ACCOUNT/GROUP NAME:** Coastal Mississippi

**LESSEE CONTACT:** Natalea Thomson

**STREET ADDRESS:**

**PHONE:**

**EMAIL:** [natalea@coastalmississippi.com](mailto:natalea@coastalmississippi.com)

### 1. PRIVATE EVENT DESCRIPTION

It is our understanding that the **LESSEE** desires to use **THE AQUARIUM** for use in connection with the event (the "Private Event") described below:

<b>Private Event:</b>	MS Governor's Conference on Tourism
<b>Facilities/Exhibits:</b>	MSAQ ALL
<b>Move-In Date &amp; Time:</b>	Monday, November 30, 2020 7:00 PM
<b>Private Event Date:</b>	Monday, November 30, 2020
<b>Private Event Hours:</b>	7:00 PM - 9:00 PM
<b>Doors Open to Guests:</b>	
<b>Number of Guests:</b>	150
<b>Venue Rental:</b>	
<b>Deposit:</b>	\$12,720.70

### 2. RENTAL SUMMARY

**THE AQUARIUM** agrees to make available to the **LESSEE** certain facilities/exhibit(s) and provide service for the Private Event at the times and date(s) and for the sole purposes described in Section 1.

**LESSEE** agrees to pay to **THE AQUARIUM** for use of facilities/exhibit(s) for the Private Event, a total venue rental fee (the "Venue Rental") of . Rent is due and payable in full on or before the "Move In" date and time as described in Section 1 without notice, demand, abatement, deduction, counterclaim, or setoff. Venue rental charges are subject to a 7% Mississippi Sales Tax.

**LESSEE** agrees to pay a non-refundable (except as set forth in Section 5) deposit of 25% of the gross anticipated revenue in the amount of **\$12,720.70** due upon execution and delivery of this agreement to consider the reservation confirmed and secure the space. 100% of the total projected bill is due no later than fourteen (14) days prior to the event. Any charges incurred after this date will be due the day of the event.

The Venue Rental is inclusive of reserved space described in Section 1, basic room set-up and tear-down, basic tables and linens and regularly staffed house security.

The Venue Rental **DOES NOT** include:

- A. Any catering, food or beverage fees and charges.
- B. Any rental items/equipment to include but not limited to: additional tables; chairs; linens; pipe & drape; audio visual; sound; lighting; staging; decorations; etc.
- C. Any special or additional labor associated with the setup of the Private Event.
- D. Any additional security or officers required as deemed necessary by THE AQUARIUM.
- E. Any additional time beyond the contract event time frame.
- F. Admission tickets into THE AQUARIUM when we are open to the general public.
- G. Any special programming or animal experience.
- H. Event Insurance.

LESSEE agrees to pay all costs related to the production of the Private Event to include, but not limited to: staging; AV; sound; lighting; production equipment; and rental items.

THE AQUARIUM will allow for a reasonable amount of time for setup and placement of decorations for the Private Event, to be determined by THE AQUARIUM based on scheduling and staff. Extensive setup time must be arranged in advance by the LESSEE and is subject to additional Venue Rental fees. Please ask Event Sales Manager for rates.

LESSEE understands that due to the nature of our business, setup deadlines, additional staffing costs, etc., it is important that the Private Event(s) start and end at their contracted and scheduled time. We allow for a reasonable thirty (30) minute window of time beyond the scheduled end time for the exit of guests. If the Private Event extends beyond the thirty (30) minute window or if the Private Event has a desire to remain in the facility, the Event Sales Manager on duty will determine if that is an option based on scheduling. If additional time is permitted, the necessary charges will apply.

In the event LESSEE requests any additional services or facilities, not contained herein, THE LESSEE agrees to pay THE AQUARIUM for said services as THE AQUARIUM is able to provide, at THE AQUARIUM'S current rate for same.

### **3. CATERING, FOOD & BEVERAGE**

THE AQUARIUM is the exclusive provider for all alcohol and catering services and agrees to provide all catering, food and beverage services for the Private Event. LESSEE understands no outside food or beverage is allowed on premises. All food and beverage requirements will be arranged directly through THE AQUARIUM's Event Sales staff.

For purposes of this Agreement, THE AQUARIUM requires a Food and Beverage minimum revenue of , This is considered a firm commitment. Please note that the Food & Beverage minimum does not include any rental or labor fees, cash bar sales, service charge or sales tax.

LESSEE agrees to submit final menu selections, room arrangements and other details at least thirty (30) days prior to the Private Event. Menu pricing can be guaranteed up to ninety (90) days prior to your event. After LESSEE provides THE AQUARIUM with the final selections and details, THE AQUARIUM will present LESSEE with a Banquet Event Order (the "BEO") confirming the specific requirements of your event. The arrangements set forth on the BEO will serve as the final arrangements for your Event. THE AQUARIUM requires the BEO to be signed confirming review and approval.

Mississippi Alcoholic Beverage Commission (ABC) regulations prohibit the entry of alcoholic beverages from any outside source. Alcoholic beverages served at THE AQUARIUM may NOT be removed from our facility by a client or their guests at any time. THE AQUARIUM will strictly comply with all laws adhering to the service of alcoholic beverages, state and local.

THE AQUARIUM reserves the right to refuse to serve alcoholic beverages and to remove from the premises

anyone attending the Private Event, who, in the sole discretion of **THE AQUARIUM**, acts in a disruptive, offensive or threatening manner.

#### 4. **GUARANTEES/FOOD AND BEVERAGE ATTRITION**

A final guaranteed number of attendees is due seven (7) days prior to the Private Event. If a final guarantee is not submitted by the deadline, the total contracted number of attendees will be used as the final guarantee. **LESSEE** is responsible for all guaranteed food and beverage costs multiplied by the final guarantee or the actual number of attendees; whichever is greater.

The final guarantee cannot be decreased after the seven (7) day deadline has lapsed. Should the actual number go above the guarantee or contracted number after the seven (7) day cutoff, **THE AQUARIUM** will charge the difference to the **LESSEE'S** account and an additional surcharge of 15% may be added to the menu price per person. For specialty items or customized menus, increases may not be possible, and your Event Sales Manager must verify availability.

**LESSEE** understands messages which are left on any voice mail system are not acceptable forms of changes. Request for any changes regarding Food and Beverage or details to the Private Event must be received in writing via email or directly to the Event Sales Manager prior to the seven (7) day deadline to avoid penalty. Receipt of changes must be confirmed in writing by your Event Sales Manager.

Should the guaranteed number of attendees confirmed by **LESSEE** be less than 85% of the originally contracted count, **LESSEE** agrees to pay the difference between 85% of the originally contracted count and **LESSEE'S** actual attendance, multiplied by the pricing detailed on the BEO, plus applicable service charges and taxes current at the time of the Private Event.

#### 5. **CANCELLATION**

**THE AQUARIUM** may terminate this Agreement in its entirety, or as to any time, date, or facility, if **THE AQUARIUM**, in its sole discretion, deems it necessary or desirable to do so. If **THE AQUARIUM** terminates this Agreement in its entirety, **LESSEE** shall be entitled to a full refund of the fee tendered as set forth in Section 2, unless that termination is a result of **THE LESSEE'S** default under Section 6. If **THE AQUARIUM** partially terminates this agreement as to any time, date, or facility, **LESSEE** shall be entitled to a pro rated refund in the amount to be determined by **THE AQUARIUM** at its sole discretion, unless that termination is a result of **THE LESSEE'S** default under Section 6. **THE AQUARIUM** shall not be considered to have in any way cancelled or terminated this Agreement, or be in default under this Agreement, if any Aquarium exhibit is not open or available for viewing by **LESSEE** for any reason.

If **LESSEE** wishes to cancel the Private Event after execution of this agreement, it shall provide written notice to **THE AQUARIUM** together with payment in full of the following cancellation fee:

Number of Days Prior to Private Event Written Notice of Cancellation is Received	Applicable Cancellation Fee:
0-30 Days	100% of Gross Anticipated Revenue
31-60 Days	75 % of Gross Anticipated Revenue
61-90 Days	50 % of Gross Anticipated Revenue
91 Days-Date of Deposit	25 % of Gross Anticipated Revenue
<b>Gross Anticipated Revenue will be based on Venue Rental and Food and Beverage Minimums</b>	

The **LESSEE** acknowledges that even if **THE AQUARIUM** is able to rebook **THE AQUARIUM** for the date cancelled by the **LESSEE**, **THE AQUARIUM** will suffer irreparable harm and that damages caused by such cancellation will be difficult if not impossible to measure. Accordingly, the parties have agreed to the cancellation charge set forth herein as liquidated damages such that the **LESSEE** will not be liable for any other amount even if **THE AQUARIUM** is unable to rebook such date, and **THE AQUARIUM** will not be liable

to refund any amount to the LESSEE even if THE AQUARIUM does rebook the date. THE AQUARIUM shall refund any portion of the deposit that exceeds the cancellation fee.

#### **6. DEFAULT**

If LESSEE shall at any time be in default under the terms of this Agreement, THE AQUARIUM shall have the right to terminate the Agreement forthwith, and thereupon LESSEE shall vacate the Facilities immediately and LESSEE shall have no right to receive any refund of any fee or fees paid hereunder.

#### **7. FACILITY IMPROVEMENTS**

THE AQUARIUM may undergo various phases of facility improvements during the calendar year, therefore some areas of the facility may not be available to ensure guests safety. THE AQUARIUM will continuously work with the LESSEE to ensure adequate adjustments to maintain customer satisfaction. Notwithstanding the previous sentence, LESSEE acknowledges that: (a) neither THE AQUARIUM nor any of its agents or employees have made any representations or warranties as to the suitability or fitness of the leased premises for the conduct of LESSEE'S business or for any other purpose; and (b) It is satisfied with the condition of the leased premises and the compliance of the leased premises with all applicable laws.

#### **8. USE REGULATIONS**

The following regulations shall apply to the LESSEE's use of the Aquarium Facilities:

- A. All use of the Facilities shall terminate no later than the time and dates stated herein and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date.
- B. The LESSEE shall have the use of the Facilities only for the purposes specified herein.
- C. The Aquarium specifically requires that any third party which LESSEE will have perform services at any of THE AQUARIUM'S facilities be on THE AQUARIUM'S current Approved Vendor List (which LESSEE hereby acknowledges receiving), unless such requirement is waived as a written amendment to this Agreement. THE AQUARIUM further reserves the exclusive right to all catering and merchandise concessions, if any, in connection with the usage of the Facilities hereunder. No outside food or beverage allowed.
- D. In the event LESSEE contracts or subcontracts any of the work to be performed or services to be rendered hereunder, or contracts for the furnishing of any services or materials which are to be furnished by a Subcontractor, then such contracts shall be only with subcontractors on THE AQUARIUM'S Approved Vendor List, unless such requirement is waived as a written amendment to this Agreement. In order for a Subcontractor to be on THE AQUARIUM'S approved list it must execute a contract similar to this contract and contain releases of liability for damage to property of such Subcontractor, requirements of insurance protection for the Subcontractor, LESSEE, THE AQUARIUM, and the GRC, and hold harmless provisions equivalent to those contained herein. Unless such contracts exist and contain such equivalent provisions, any personnel engaged, and property used in the furnishing of such services or work shall be deemed agents and employees and property of LESSEE for the purposes of this provision and all other provisions of this Agreement.
- E. LESSEE agrees to indemnify, defend (including all costs, expenses and attorney's fees), and hold harmless, the Aquarium, the Gulfport Redevelopment Commission, the urban renewal agency for the City of Gulfport (the "GRC"), their respective affiliates, each Representative of any of the foregoing, and each of the heirs, executors, successors, and assignees of any of the foregoing (collectively, the "Indemnified Parties") against any and all actual or threatened claims, demands, suits or liabilities of any nature including, but not limited to claims, demands, or suits for bodily injury, illness, disease, death or for loss of services, property (whether tangible or intangible), wages or profits which may be brought or threatened against any one or more Indemnified Parties or in which any one or more Indemnified Parties may be named a party defendant, in any way arising out of or incident to the performance of this Agreement or the use by LESSEE of the Aquarium facilities,

the common operational areas or common areas of ingress or egress to operating areas or unseaworthiness or unairworthiness of vessels or craft. "Representative" means with respect to an entity (including the GRC), any of that entity's commissioners, directors, officers, employees, agents, consultants, advisors, and other representatives. This section 8.D will survive termination or expiration of this agreement.

- F. **LESSEE** shall provide insurance in accordance with the provisions of Exhibit "A" attached hereto and made a part hereof. If **LESSEE** for any reason at the outset or during the term of this Agreement does not or is unable to provide the insurance coverage herein required in whole or in part, this Agreement can be terminated at the sole discretion of Mississippi Aquarium.
- G. **LESSEE** will report to **THE AQUARIUM** as soon as practical, in writing, details of all accidents or occurrences resulting in injuries to person or property arising out of or during **LESSEE'S** operations or the operations of any contractor or subcontractor of **LESSEE**.
- H. Neither **THE AQUARIUM** nor the GRC assumes responsibility for equipment supplied by **LESSEE** or another party. **THE AQUARIUM** reserves the right to approve (a) all equipment used hereunder and its use and (b) the supplier of same. **LESSEE** specifically releases the Indemnified Parties from liability or damage to any of its material, machinery, equipment (including but not limited to vessels and aircraft), or other property, whether such damage is caused by the negligence of **THE AQUARIUM** or otherwise. This section 8.H will survive termination or expiration of this agreement.
- I. **LESSEE** agrees to comply with any and all laws, statutes, ordinances, rules, orders, regulations and requirements of the Federal, state and local governments, and all of their departments or bureaus, applicable to **LESSEE'S** use of the Facilities, including, without limitation, obtaining any necessary licenses and the payment of all sales, use and entertainment taxes or fees.
- J. **LESSEE** is responsible for the safety and good order of all equipment and other property owned by **THE AQUARIUM** and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced.
- K. **THE AQUARIUM** reserves the right to approve all forms of advertising or publicity when **THE AQUARIUM** name is used. The **LESSEE** agrees that the establishment of a partnership with, or co-sponsorship by, **THE AQUARIUM** of any event or the use of Aquarium facilities will not be implied in any way unless the express written permission of **THE AQUARIUM** is included as an amendment to this Agreement, and the **LESSEE** agrees to indemnify and hold the Indemnified Parties harmless from and against the same. **THE AQUARIUM** also reserves the right to review and approve all advertising copy which bears the name of **THE AQUARIUM**.
- L. All of **LESSEE'S** property will be promptly removed from **THE AQUARIUM** by **LESSEE** at the termination of **LESSEE'S** use of the Facilities.
- M. **LESSEE** shall comply with all rules and regulations that may be prescribed from time to time by **THE AQUARIUM** for the purpose of maintaining the safety, care, good order and cleanliness of **THE AQUARIUM** premises.

#### **9. ADDITIONAL REQUIREMENTS**

In the event **LESSEE** requests any additional services or facilities, not contained herein, **THE LESSEE** agrees to pay **THE AQUARIUM** for said services as **THE AQUARIUM** is able to provide, at **THE AQUARIUM'S** current rate for same.

#### **10. ASSIGNMENT**

The **LESSEE** shall not assign this agreement without prior written consent of **THE AQUARIUM**. Consent will not be unreasonably withheld. Any purported assignment in violation of this section will be void.

11. **RELEASE**None of the Indemnified Parties will be liable for, and **LESSEE** (on behalf of itself, its affiliates, their respective Representatives, and each of the heirs, executors, successors, and assignees of any of the foregoing) hereby waives all claims, whether now existing or later arising, against each of the Indemnified Parties that arise from this agreement from or are related to this agreement or the leased premises' condition, except for any claim that arises out of grossly negligent or willful conduct by any Indemnified Party. This section will survive termination or expiration of this agreement.
12. **CONTROL OF FACILITIES**

All duly authorized representatives of **THE AQUARIUM** shall have the right to enter the Facilities and all parts thereof at all times for the necessary performance of their duties. **LESSEE** shall be responsible for the orderly conduct of all its employees, agents, contractors, designees, and invitees who may be at or in the Facilities during the agreement period. **THE AQUARIUM**, at its sole determination, reserves the right to eject from the Facilities any person or persons whose conduct is unlawful or otherwise objectionable or presents a threat to the safety and well-being of the animals within the Facilities or others lawfully occupying the facility. Additionally, **THE AQUARIUM** shall have the right to make announcements at any time during the event in the interest of public safety, crowd control and compliance with rules, regulations, or Federal, state or local laws.
13. **NOTICES**

All notices to **THE AQUARIUM** shall be deemed to have been adequately and timely given when formally received in writing by **THE AQUARIUM'S** Event Sales Manager. Receipt of notices must be confirmed in writing by your Event Sales Manager.
14. **FORCE MAJEURE**

If any event or circumstance, whether or not foreseeable, that was not caused by **THE AQUARIUM** occurs (e.g., severe weather), and that event or circumstance prevents **THE AQUARIUM** from complying with this agreement, that inability to comply will not constitute breach if **THE AQUARIUM** uses reasonable efforts to perform those obligations or uses reasonable efforts to develop a contingency plan to respond to that event or circumstance (e.g., substituting adequate indoor space for events that were intended for outdoor space).
15. **MISCELLANEOUS**

The Agreement constitutes the entire Agreement between the parties hereto and shall not be deemed to be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Mississippi. The officer or representative of the **LESSEE** executing this Agreement certifies that he or she has been duly authorized on behalf of the **LESSEE** and that neither the execution and delivery of this Agreement nor the performance of the terms and conditions hereof will result in a breach of any agreement to which the **LESSEE** is party, or of any Federal, state or local law, rule or regulation.
16. **DAMAGE**

The **LESSEE** shall be liable for any and all damages to **THE AQUARIUM'S** premises and property caused by the **LESSEE's** guests, vendors or any of their employees or agents. The **LESSEE** shall indemnify and hold harmless the Indemnified Parties from any liabilities, cost, or damages based on, or in any way arising out of the **LESSEE's** use of premises and equipment for their function; or based on, or in any way arising out of, any violations of the terms of this agreement or of any applicable laws, ordinances, or regulations by the **LESSEE**, the caterer, or any employees, guests, or agents of the foregoing. This section will survive termination or expiration of this agreement.

The event manager on duty will inspect the premises used by the **LESSEE** after the end of the event and loadout is completed. Any property damage or additional clean-up expenses will be billed directly to the **LESSEE**.
17. **REQUESTS FOR ANIMAL EXPERIENCES AND ADDITIONAL PROGRAMMING**

If any additional programming is desired, a two-week minimum notice is required. Animal experiences and



additional programming are subject to availability at the time of the event and at the sole discretion of THE AQUARIUM. No programs may start after 7:30 p.m.

#### 18. VENDORS AND DECORATIONS

In order to maintain a safe and clean facility for our guests and animals, the following guidelines must be followed:

- LESSEE will provide the Mississippi Aquarium with a list of all vendors' names and contact information at least 2 weeks before the Private Event
- No event vendor is allowed to consume alcohol at any time while on Aquarium premises. It is the responsibility of the LESSEE to notify their vendors of this policy.
- DJ will be subject to a sound check and must adhere to a maximum volume level. Your Event Sales Manager will advise maximum volume level (decibels) allowed for your event space.
- Decorating is the sole responsibility of the LESSEE.
- All decorations and centerpieces must be approved by your Mississippi Aquarium Event Sales Manager (minimum of 2 weeks prior to the Private Event.)
- Decorating and set up may commence when THE AQUARIUM is closed to the public and last until the time the event starts.
- No live animals of any type may be used in decorations including but not limited to centerpieces, party favors/goodie bags (i.e.; beta fish, goldfish, hermit crabs).
- No items may be nailed, screwed or adhered to walls, floor or exhibits.
- No entering or placing of foreign objects into an exhibit/tank.
- No silk floral arrangements may be used, real rose petals are ok in approved indoors areas.
- No glitter, confetti, rice, bird seed, silly string, streamers or similar items.
- No gel beads.
- No Mardi Gras beads.
- No fireworks or pyrotechnics.
- No straws.
- No weapons.
- All candles must be in a glass bowl, votive, or hurricane lamp that is larger than the candle. No free-standing candles or candelabras. Candles may only be lit while attended.
- There are restrictions on glass, saranwrap, balloons, sparklers, grains, sand, gravel, and all other items that may be considered dangerous to the health of the animals. These items may be restricted to certain parts of the premises or banned altogether.
- No fog machines or bubble machines may be used unless approved by your Event Sales Manager.
- LESSEE and guests are not allowed to feed the animals at any time.
- Lights may be required to be off for certain animals in certain exhibits during events. Please check with your Event Sales Manager for guidelines.
- At Mississippi Aquarium, we reduce, recycle and reuse. All plastics must be properly disposed of.

#### 19. CONFIRMATION

THE AQUARIUM shall provide the LESSEE confirmation to the scheduled Private Event upon satisfaction of the following items:

- A. The LESSEE shall deliver to THE AQUARIUM a fully executed copy of this Agreement by:  
**Private Event Agreement Due Date:**
- B. The LESSEE agrees to pay a non-refundable deposit of \$0000 due upon execution of this Agreement:  
**Private Event Deposit Due Date: DATE**
- C. The LESSEE shall deliver to THE AQUARIUM evidence of insurance by:  
**Private Event COI Due Date:**
- D. The LESSEE agrees to pay THE AQUARIUM the Estimated Balance (14) days prior to the Private Event,  
**Private Event Estimated Balance Due Date:**  
(These estimated balance charges which include, but are not limited to: Venue Rental fees, Food and Beverage charges, Additional Rental and Labor fees, Animal Encounters/Experiences, Service Charges, Tax and any additional Enhancement Fees. An estimated invoice will be sent two weeks

prior to the Private Event date. Any charges incurred after this date will be due day of event).

**20. PAYMENT TERMS**

Payments must be made in the form of cash, a credit card that is processed at the time it is presented, a cashiers check, or money order. No personal checks will be accepted.

If **LESSEE** fails to pay any amount due under this agreement when due, **THE AQUARIUM** may impose a late payment charge of 5% of the delinquent amount, to cover its additional administrative costs. In addition, **THE AQUARIUM** may charge interest on all delinquent amounts (including late payment charges) at an annual rate equal to the lesser of 10% or the maximum rate permitted by law.

**21. THIRD PARTY BENEFICIARY**

The GRC is an intended third party beneficiary of this Agreement.

**Client Signature**

No signature on file



Milton Segarra, CEO  
11-20-20

**Mississippi Aquarium  
Signature**

No signature on file

## **EXHIBIT A**

### **Insurance Requirements**

**LESSEE** shall, at its expense, keep the following coverages in force:

- one or more insurance policies covering loss or damage to **LESSEE'S** property, inventory, trade fixtures, furniture, and personal property, providing protection against all perils included in a "special form" policy in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation);
- one or more commercial general liability insurance policies written on an occurrence basis and with sufficient endorsements to cover (A) contractual liability, (B) bodily injury or property damage arising out of the use of automobiles, (C) fire, and (D) legal liability, which include per occurrence limits of at least \$2,000,000 and a minimum of \$2,000,000 general aggregate;
- workers' compensation insurance at statutory limits and employer liability insurance with limits of at least \$500,000; and
- any other insurance reasonably requested by **THE AQUARIUM**.

All insurance required under this Lease must (1) be issued by companies authorized to do business in the State of Mississippi; (2) name **THE AQUARIUM** and the GRC as additional insureds (except for workers' compensation and employer liability coverage); (3) be on forms and with insurers acceptable to **THE AQUARIUM** in its sole but reasonable discretion; (4) contain a provision that no act or omission of **LESSEE** will affect or limit the obligation of the insurer to pay the amount of any loss sustained; (5) be primary to all other collectible insurance coverage; and (6) provide that **THE AQUARIUM** must receive at least 30 days' prior written notice from the insurer before any cancellation or material change in coverage.

In the event any restrictions or limitations are imposed by law upon the types, amounts or effect of insurance required of **LESSEE** under this agreement, such insurance requirements are hereby amended only to the extent necessary to comply with such laws.



Hotard Coaches, Inc.  
2838 Touro Street  
New Orleans, LA 70122  
504-942-5700 \* fax: 504-944-8650  
charters@hotard.com

## Charter Terms & Conditions

In order to secure equipment and other services, signed copies of your Acceptance Contract and Charter Terms & Conditions must be on file in our office with your required payment. If your payment is not received by the due date indicated on your Acceptance Contract, your charter will be subject to cancellation with no guarantee of subsequent vehicle or driver availability.

### DEPOSIT/FINAL PAYMENT

A deposit of \$250.00 per bus is due within 10 days of confirming the service. Final payment is due 30 days prior to departure. Full payment is due at time of booking for all charters booked within 30 days of departure. Payments are accepted by company or client check drawn only on a U.S. bank account, wire, money order, Visa, MasterCard, Discover or American Express. Cash is only accepted at our New Orleans office, Monday through Friday, 9am to 4pm. There will be a \$25.00 charge for all NSF checks. There will be a 3% convenience fee added when paying online by credit or debit card. Include your charter number on your check or money order.

### CANCELLATION

If cancellation occurs:

More than 30 days prior to your charter's scheduled departure, all payments are refunded;

30 days to 15 days prior to charter departure, deposit is forfeited;

14 days to 1 day prior to charter departure, 50% of the total charter cost AND all charges for optional services (tour guides, onsite staff, permits, etc.) are forfeited;

Less than 24 hours prior to charter departure, all costs are non-refundable.

### OPTIONAL SERVICES

Optional services such as tour guides, onsite staff, permits, etc. will be booked only upon receipt of payment for those services and are non-refundable if charter is cancelled within 14 days of departure date.

### ITINERARY

Your service is confirmed for the contracted times, locations, and mileage. A complete itinerary must be provided to your salesperson at least 7 days prior to your trip and will be reviewed and approved. Extension of service/changes to service during charter is subject to availability, must be approved by our dispatch department, and may require payment by credit card at the time of the request.

### DRIVER REQUESTS/DRIVER GRATUITY

Requests for specific drivers are welcomed and should be made at the time of booking. We always attempt to accommodate these requests, although due to scheduling, driver assignments cannot be guaranteed. Your driver is here to serve you and your group. Therefore, if you feel your driver has shown exceptional hospitality, gratuity is appreciated.

### ACCOMMODATIONS FOR DISABLED PASSENGERS

Clients requiring a wheelchair accessible motorcoach must advise their salesperson when making the reservation. Our wheelchair lifts will accommodate wheelchairs only, and have a weight limitation of 600 pounds, including one person and a wheelchair. Each coach can accommodate a maximum of 2 wheelchairs inside the passenger compartment. The motorcoach seating capacity is reduced by 4 seats per wheelchair. Personal mobility devices (scooters, walkers, etc.) weighing less than 75 pounds or that can be broken down by the user are permitted to be stored in the luggage compartment under the vehicle.

\_\_\_\_\_  
Signature

Milton Segarra, CEO

Print Name

11-20-20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Charter Number



*Charter Terms & Conditions continued...*

#### **OXYGEN CANISTERS**

If any members of your party will use personal oxygen canisters, you must notify your salesperson at least 7 days prior to your trip's departure. Passengers are permitted to carry on 2 canisters inside the vehicle. Canisters stored in the luggage bays must be properly packaged in protective cases with safety caps on the valves. Canister may not exceed 4.5 inches in diameter and 26 inches in length

#### **PROHIBITED ITEMS/ACTIONS**

**\*SMOKING/VAPING IS STRICTLY PROHIBITED AT ALL TIMES ON THE VEHICLES.\***

Firearms are not permitted on our vehicles. Marijuana and Illegal/Controlled Substances are not permitted on our vehicles. Animals, other than service dogs for which Hotard has been given prior notice, are not allowed on our vehicles. Hotard reserves the right to refuse to transport any person under the influence of alcohol or drugs, or whose conduct is objectionable to the driver or other passengers, this includes foul language and aggressive behavior. Standing while the vehicle is in motion is prohibited.

#### **ALCOHOLIC BEVERAGES**

If alcoholic beverages are brought onboard, a cleaning/security deposit will be required. If, after completion of your trip, the coach is not left in good condition, the deposit will be forfeited, and if additional cleaning is required, additional charges will be assessed. Glass containers and kegs are not permitted on the vehicle's passenger cabin or luggage bays.

#### **LIABILITY/RESPONSIBILITY**

We are not responsible for any items left onboard the vehicle or for damage to or loss of any items transported on our vehicles or handled by our drivers. Nor are we responsible for delays to your trip caused by traffic or road conditions, weather conditions, mechanical failures or any losses that may be incurred by the client for services secured through other vendors. Customers are liable for extraordinary cleaning and all repairs to our vehicle (beyond normal wear and tear) caused by the members of their party. Customers are responsible for road tolls, parking, driver's lodging, airport fees, and attraction fees.

#### **DEPARTMENT OF TRANSPORTATION REGULATIONS**

The Department of Transportation requires that your coach operator drive no more than 10 consecutive hours or be on duty for more than 15 hours each day without having 8 consecutive hours off. To assure that we are in compliance with DOT regulations, a complete itinerary for your entire trip must be submitted no later than 10 days prior to your charter's departure. The itinerary must include full details regarding all stops, addresses, and times the group will need use of the vehicle.

#### **FARM OUT**

Hotard reserves the right, at our sole discretion, to substitute/subcontract equipment from our fleet or another company, if necessary to fulfill this charter agreement.

#### **AIRPORT TRANSFERS**

Your group is responsible for notifying Dispatch of any flight changes. Services may be rescheduled based on availability. Additional charges may apply.

#### **FORCE MAJEURE**

Hotard Coaches, Inc. is not responsible for damages resulting from cancellations, partial cancellations, or delays in service caused by Acts of God; natural disasters; national, state, or local states of emergency; acts of war or terrorism; labor strike or lock-out; pandemic; quarantine; or any other reason beyond our control.



Signature

Milton Segarra, CEO

Print Name

11-20-20

Date

Charter Number



# CASCIO SANFORD

## GOVERNMENT LAW GROUP

### **Confidential**

Agreement for Services between Coastal Mississippi  
and Cascio Sanford Government Law Group PLLC

The following is an agreement for services to be rendered by Cascio Sanford Government Law Group PLLC (herein referred to as Contractor) as independent contractor consultants and registered lobbyists for Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein referred to as Client). Contractor will provide services for the Client as outlined below:

**Consulting, Governmental Relations and Lobbying Services in furtherance of Client business in Mississippi to include:**

1. Identify the needs and objectives of the Client, assist with converting those needs into specific legislation or regulations as needed as well as long term planning and development.
2. Create/foster/continue networks and relationships with legislators and agencies and interest groups to promote the Client's objectives.
3. Advocate for the Client's position regarding legislation, regulation or policy that is consistent with the developed strategy.
4. Provide a consistent and visible presence representing the Client in the state Capitol during regular and special sessions as well as in the executive agencies when required.
5. Daily monitoring of legislative activities during regular and special sessions: bill introductions, announced and called committee meetings, floor action on legislation, conference committee reports and other related Capitol activities relevant to the Client's objectives.
6. Attend all relevant legislative committee meetings and hearings during regular and special session periods that pertain to the Client's objectives.
7. Prepare and distribute weekly reports to the Client during the legislative session(s) and provide timely notification to the Client of current, critical issues as they arise.
8. Assist with planning legislative meetings and/or social functions as needed to further the Client's objectives.
9. Assist with and participate in coalition building and networking with allied individuals, groups and agencies to advocate and support the Client's objectives.
10. File timely lobbyist reports with the Secretary of State as required by law.

11. Attend and represent the Client at political events, industry events or conferences as necessary and/or requested by the Client to further the Client's goals and attend Client board meetings upon request.
12. Work with the Chief Executive Officer and leadership of the Client, its staff and representatives to accomplish priorities as may be directed by the Client, including, but not limited to, those matters set forth on Exhibit A attached hereto and incorporated herein by reference.

#### **Fee, Payment Schedule, Budgeting and Expense Reimbursement**

The Client shall pay a fee of \$48,000.00 to the Contractor for services beginning November 1, 2020 and ending October 31, 2021. The Contractor will provide all services in a professional manner observing all laws and regulations applicable to the services performed.

Compensation paid by the Client for services of the Contractor shall be made in twelve (12) equal monthly installments of \$4,000.00 due the first of each month beginning on November 1, 2020.

Compensation paid to the Contractor is inclusive of any travel in the Jackson metropolitan area, parking, routine postage, routine copying and ordinary business expense. Any and all extraordinary expenses such as lobbying registration fees, travel outside the Jackson metropolitan area, bulk postage/copying/faxing costs, meeting/conference fees, and individual and group lobbying entertainment, meals or functions attended or hosted on behalf of the Client will be charged to the Client and reimbursed by the Client to the Contractor on a monthly basis. Any expenses charged to and reimbursed by the Client shall not exceed \$3,000.00 for the contract period without prior approval by the Client.

#### **Conflicting Duties**

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

#### **Independent Contractor**

In the performance of any services described herein, the parties understand and agree that the Contractor is an independent contractor and no relation of employer and employee, or principal and agent, does or will be deemed to exist at any time between the Contractor and the Client. The Contractor agrees that the Client is under no obligation to provide any employment or other benefits, and that the Client is not now nor will it ever provide workman's compensation benefits, health insurance benefits, or any other benefits to which the Client's employees are entitled.

#### **Confidentiality**

All materials resulting from the Contractor's work to be performed hereunder, including documents, calculations, photographs, drawings, computer printouts, notes, samples, specimens, memoranda and any other pertinent data, are to be treated as confidential information unless otherwise agreed upon by the Contractor consistent with the terms of this agreement. All materials and documents provided to the Contractor by the Client to be used in the course of performing those services shall be treated as confidential unless otherwise agreed by the Client and as necessary to perform said services and represent the Client as contemplated by this Agreement.



hereto. If issues arise that require the Client to need additional services of the Contractor, both parties must confirm through written mutual agreement as to any additional compensation to be paid to the Contractor prior to such services being provided by the Contractor.

#### Effective Date

This agreement shall become effective upon the date of its execution by representatives of both parties and shall remain in effect through October 31, 2021. This agreement may be renewed for an additional one (1) year period by written consent of both parties on or before October 1, 2021. Either party may cancel or rescind this agreement, for any reason, upon 30 days written notice to the other party in which event all duties and obligations arising hereunder shall be terminated at the end of said thirty (30) day notice period.

#### Governing Law

This agreement shall be governed by the laws of the state of Mississippi including, but not limited to, Miss. Code Ann. Section 5-8-13 (1) (1972) which states—A lobbyist shall not contract to receive or accept compensation dependent upon the success or failure of a legislative or executive action. If the foregoing reflects your understanding of the agreement reached between the parties hereto, please sign and date as indicated below and indicate your capacity and authority to execute on behalf of the respective party.

Mississippi Gulf Coast Regional  
Convention and Visitors Bureau d/b/a  
Coastal Mississippi

Cascio Sanford Government Law Group,  
P.L.L.C

By:  \_\_\_\_\_

By: Gordon U Sanford III \_\_\_\_\_

Title: CEO \_\_\_\_\_

Title: Member \_\_\_\_\_

Date: 11-24-20 \_\_\_\_\_

Date: November 17, 2020 \_\_\_\_\_

**Entire Agreement**

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

## **LIST OF PRIORITIES FOR CASCIO SANFORD AGREEMENT**

The following list of priorities of the Client is incorporated into and comprises part of the scope of services to be provided by Cascio Sanford to Coastal Mississippi:

1. Re-engage DOR leadership regarding room tax collections,
2. Potential legislation for vacation rentals (AirBnB, VRBO) guidelines and room tax payment and collection,
3. Moving forward the Client's current BP \$ grant requests or any other grant application the Client may create and submit,
4. US 90 Coalition project (transform US 90 into an iconic venue, by creating a new public and private coalition in charge of maximizing the economic development, conservation, sustainability and quality of place potential),
5. Sports Commission project,
6. Enhanced relationships with elected officials (county, city and state, including legislators),
7. Potential opportunities for additional funding sources (TID, destination marketing fee, etc.) and,
8. Such other priorities as may be identified by the Client from time to time during the period of this agreement.

**EXHIBIT "A"**

## I. GOVERNANCE MISSION

Mississippi Gulf Coast Regional Convention and Visitors Bureau (the Bureau) continually aspires to higher standards of conduct while engaging in the Bureau's business for the benefit of our stakeholders, customers, communities and employees. These Guidelines reflect how we strive for higher standards of governance while balancing the sometimes diverse interests of these groups of stakeholders.

## II. BOARD OF COMMISSIONERS

- A. **General Function and Responsibilities:** The Board of Supervisors of Hancock, Harrison, and Jackson counties select the Board of Commissioners (Commissioners and or Board) of the Bureau, which serves as the ultimate decision-making body of the Bureau except for those matters reserved to the County Board of Supervisors (the county Board). The Board selects the Chief Executive Officer, which is charged with the day-to-day conduct of the Bureau's business.

The Board of Commissioners acts as an advisor and counselor to the Chief Executive Officer and monitors his/her performance. The Board of Commissioners monitors the management of the business, property, affairs and operations of the Bureau, either directly or through its executive committee.

Commissioners are expected to exercise their business judgment to act in good faith in what they believe to be in the best interest of the Bureau and its stakeholders and others such as our customers, communities, and employees. In discharging this obligation, Commissioners are entitled to rely on the honesty, integrity, business acumen and experience of the Bureau's Chief Executive Officer, the Bureau's or Commissioner's outside advisors, and the Bureau's independent certified public accounting firm.

- B. **Board Size, Composition and Other Board Membership Matters:**

1. **Board Size and Composition:** As required by the Bureau's enabling legislation, House Bill 1716 and the Bureau's Bylaws provide for a Board of at least fifteen persons, with the Commissioners divided into three groups and serving staggered terms. The Bureau shall be solely responsible for fixing the precise number of non-voting advisory board members to the Bureau.
2. **Term Limits:** Term limits of Commissioner's are established by the Bureau's enabling legislation, House Bill 1716.
3. **Notice of Resignation Retirement or Refusal to Stand for Reappointment:** A Commissioner, who resigns, retires or refuses to stand for re-appointment to the Commission shall provide written notice of his or her resignation, retirement or

refusal to stand for re-appointment to the Bureau's Chief Executive Officer and the appropriate appointing County Board of Supervisors.

4. Commissioner Orientation: All new Commissioners must participate in the Bureau's orientation program for new Commissioners in the year of their election or appointment. This orientation will include presentations by the Chief Executive Officer to familiarize new Commissioners with the Bureau's strategic plans, its significant financial, accounting and risk management issues and compliance programs, code of Ethics, and other policies, as applicable.

C. Board Meetings and Executive Sessions:

1. Meetings: The Board meets the fourth Tuesday of every month at regularly scheduled meetings, unless otherwise authorized on its minutes by a majority vote of Commissioners then present and voting at a duly called meeting.
2. Meeting Agenda: The President of the Bureau and the Chief Executive Officer will establish the agenda for each regularly scheduled Commissioners meeting, with the understanding that the Commission is responsible for providing suggestions for agenda items that are aligned with the Commission's advisory and monitoring responsibilities. Any member of the Commission or member of its advisory board may request that an item be included on the agenda.
3. Meeting Attendance: Board members and members of the advisory board are expected to attend and participate in all regularly scheduled board and committee meetings; such members are required to attend not less than seventy-five percent (75%) of such meetings in the fiscal year.
4. Meeting Materials: Commission materials related to agenda items will be provided to Commission members and members of the advisory board sufficiently in advance of regularly scheduled Commission meetings to enable the Commissioners to prepare for discussion of the items at the meeting.
5. Executive Sessions: Commissioners may meet in executive session in accordance with the laws of the State of Mississippi.

D. Commissioner Compensation; Commissioner Assessments; and Periodic Evaluations of the Commission:

1. Commissioner Compensation: Commissioners shall receive compensation based on a per diem for meeting fees in accordance with the State laws of Mississippi and Bureau policies. Mileage reimbursement will be based on the current government reimbursement rates at the time the request is submitted.
2. Board, Committees and Director Evaluations: The Governance Committee is responsible for overseeing on an annual basis an evaluation of the effectiveness of the Commission and its committees and in satisfying their obligation to



represent the long-term interest of the stakeholders. The Chair of the Governance Committee will report the performance evaluation results to the Commission.

- E. Communication: It is important that the Bureau speak with a single voice to stakeholders, customers, communities, employees, media outlets, and state and federal agencies. Therefore, the Chief Executive Officer and/or President of the Commission will serve as the official spokesperson(s) of the Bureau. Any other Board members of the Bureau comments will need to be communicated as individual statements versus official Bureau statements. The foregoing notwithstanding, Commission members will have access to communicate with the Chief Executive Officer of the Bureau.

### III. BOARD COMMITTEES

- A. Board Committees; Structure; and Qualifications of Committee Members: The Commission shall maintain the committees it deems necessary or required by law, at a minimum. In addition, the Commission shall have the authority to establish any other committees it deems necessary or appropriate. The Commission has established an Executive Committee, an Audit Committee, a Governance Committee, Marketing and Conventions/Group Sales Committee, Development and Government Relations Committee and a Finance Committee. Each committee established by the Board shall have its own charter setting forth its; structure, purposes, duties, responsibilities, and shall be comprised with a minimum of three members. The charters of the Audit and Governance Committee shall be posted on the Bureau's website, <http://www.gulfcoast.org/>. These committees shall review their respective charters at least annually and suggest any revisions to the Commission for its approval.
- B. Committee Assignments and Chairs: The members of each committee and the chairperson and any vice-chairperson shall be appointed in accordance with the provisions of the Bureau's enabling legislation and by-laws and the respective committee charter.
- C. Committee Meetings; Agenda; Materials and Attendance: Each committee shall (i) establish a schedule of meetings each year, (ii) establish and distribute meeting agendas with appropriate supporting information and (iii) report the committee's activities to the Commissioners in accordance with the provision of the Bureau's enabling legislation and by-laws and the respective committee charter. Committee members are expected to attend and participate in all meetings; however, such members are required to attend not less than seventy-five percent (75%) of such meetings.
- D. Related Party Transaction: Generally, the Audit Committee will be responsible for reviewing all Related Party Transactions for potential conflicts of interest.

#### IV. MANAGEMENT

- A. The Executive Committee reviews the Chief Executive Officer's performance annually, and provides a written evaluation to the Chief Executive Officer which includes input from the full Board. The Executive Committee will lead the evaluation, and the full Board will be given the opportunity to provide feedback and comment in the final written evaluation. Allocation of a portion of the Chief Executive Officer's compensation may be based on certain agreed upon factors and metrics incorporated into and contained in the Chief Executive Officer's contract of employment. In completion of the evaluation, the Board may periodically consider feedback from those working closely with the Chief Executive Officer.
- B. Interference of Commissioners: The Commissioners and members of its advisory board are discouraged from any interference of any Bureau employee in their employment duties, except the Chief Executive Officer. Any observation about any Bureau employee needs to be communicated to the Chief Executive Officer.

#### V. STAKEHOLDERS MATTERS

Stakeholder Communications with Board of Commissioners: Stakeholders can send communication to the Bureau's Board of Commissioners to the attention of the Board's President and/or Chief Executive Officer:

[Board of Commissioners or Name of Commissioner]  
MS Gulf Coast Regional Convention and Visitor Bureau  
P.O. Box 8298  
Biloxi, MS 39535-8298

#### VI. OTHER GUIDELINES

- A. Codes of Conduct and Ethics for Commissioners, and Members of its Advisory Board, Chief Executive Officer and Employees: The codes of conduct and ethics applicable to the Bureau's Commissioners, Chief Executive Officer and employees (the Codes). The Codes applicable laws, rules, and regulations shall be published on the Bureau's Audit Committee shall monitor compliance with these Codes and any other related internal policies and guidelines.
- B. Complaints Regarding Accounting, Internal Accounting Controls or Auditing Matters: The Bureau's Audit Committee shall establish procedures for (i) the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters (Accounting Matters) and (ii) the confidential, anonymous submission of concerns regarding questionable

Accounting Matters.

- C. Whistleblower Policy and Procedure: The Audit Committee has also established procedures for the confidential , anonymous submission of complaints and for the treatment and retention of such complaints, as set forth in the Whistleblower Policy posted in the section of the Bureau's website.
- D. Resources: To discharge its duties and responsibilities, the Commission and each committee are entitled to rely on information, reports, financial statements and other data it receives from the Chief Executive Officer, and the advice and opinions of management, counsel, accountants, auditors and other expert advisors. The Commission and each committee shall have the authority to consult with and retain independent legal, financial or other outside advisors, as it deems necessary and appropriate, without seeking approval of management.
- E. Review of Guidelines: At least annually, the Governance Committee shall review these guidelines and suggest any revisions that may enhance the Bureau's Governance Mission for approval by the Commissioners.

## TRF Budget Line Item Re-allocation Authorization Form

Explanation: Motion made for line items to be re-allocated from board meeting on 11/19/ 2020.

**Motion to move from:**

Research	20,125.00
Regional media missions/outreach	22,000.00
Brand partnerships	25,000.00
Paid media opportunities	10,000.00
Equipment	1,338.73
Specialty items for media	337.47
Coast Champions	7,500.80
Student Youth & Travel Association	380.00
	86,682.00

**Reallocation Approved by Board**

Social - My Secret Coast Campaign	10,000.00
JZ Radio- My Secret Coast Campaign	5,000.00
Tech- Sparkloft - Meetings & Conventions	24,600.00
Paid media - Safe Holiday Campaign	30,000.00
	69,600.00

- Remaining balance of TRF budget to be used for vertical markets paid media campaigns.

- By signing below, I am recommending the redistribution of remaining TRF funds and acknowledge these changes comply with all TRF/Cares Act regulations.

\_\_\_\_\_  
Karen Conner, Director of Marketing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erin Rosetti, Director of Communications & Engagement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zachary Holifield, Director of Leisure Business Development

\_\_\_\_\_  
Date

- By signing below, I acknowledge I have reviewed the cost associated with this recommendation and verified we have the funds in the TRF budget.

\_\_\_\_\_  
Director of Finance Signature

\_\_\_\_\_  
Date

- By signing below, I approve this request and ask that it be sent to CEO for approval.

\_\_\_\_\_  
**Marketing Committee Chairperson**

\_\_\_\_\_  
**Date**

- By signing below, I approve and ask that it be sent to the Board President for review and approval.

\_\_\_\_\_  
**Finance Committee Chairperson**

\_\_\_\_\_  
**Date**

- By signing below, I approve and ask that it be sent to the Board President for review and approval.

\_\_\_\_\_  
**CEO**

\_\_\_\_\_  
**Date**

- By signing below, I approve the recommended request.

\_\_\_\_\_  
**Coastal Mississippi Board President**

\_\_\_\_\_  
**Date**