

COASTAL MISSISSIPPI BOARD MEETING
July 29, 2021
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, July 29, 2021 at 3:12 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Brooke Shoultz, President; Mark Henderson, Vice-President (via phone); Jim Williams, Treasurer; Richard Marsh, Secretary; Ann Stewart; Bill Holmes; Carla Todd; Clay Wagner (via phone); Janet McMurphy; Kim Fritz; Nikki Moon; Richard Marsh; Roxy Condrey; Rusty David

Commissioners Absent: Danny Hansen

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Jase Payne, Director of Communications & Engagement; Karen Conner, Director of Marketing; Pam Tomasovsky, Director of Finance & Employee Relations; Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Cynthia Sutton, Ocean Springs Chamber of Commerce, Tourism & Main Street; Larry Ahlgren, Gulf Islands Waterpark (via phone) and Mike Davis, IP Casino Resort Spa; Chaille Munn, Gulfport-Biloxi Regional Airport Authority; Linda Hornsby, MS Hotel and Lodging Association; Tricia Tisdale, Attorney representing Harrison County Board of Supervisors; Mary Perez, Sun Herald and Keith Wilson, Streetcar PR

President Shoultz called the meeting to Order.

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

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

2. Commissioner Fritz made the motion to amend the agenda with the following additions:

- Add under the Marketing and Sales Report:
 - Diversity, Equality and Inclusion Policy
 - BP Portal Items- Top Three Recommendations

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

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

3. Commissioner Moon made the motion to approve the meeting minutes from the June 24, 2021 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Todd, the president called the question, with the following results:

Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

4. Commissioner Fritz made the motion to amend the meeting minutes from the June 24, 2021 Coastal Mississippi Board Meeting with the following revisions:

- under item #24:

Commissioner Stinson made the motion to approve the Resolution to apply for the *Gulf Coast Restoration Fund Grant* and the Grant Application in support of Strategic Events with the following changes:

- Funding for existing events to support expansion of the event (instead of "increased level of support" or "funding for successful existing events that CM has not supported in the past due to budget constraints").
- Funding for new events to provide stop-gap funding in decreasing amounts each year available to event promoters as a kick-start and incentive to move existing events here or start a new event vs. a fixed amount of funding over a three-year period.
- Example totally new event – Marine Week worded as an example of a possible event and references to "primarily targeting community leadership...for residents and leaders..." will be revised to targeting new visitors.

- under item #25:

Commissioner Marsh made the motion to approve the Resolution to apply for the *Gulf Coast Restoration Fund Grant* and the Grant Application in support of Strategic Partnerships with the following changes:

- Delete the Sports Strategic Plan – this would be our third sports market research project. Prior two have said we need a dedicated sports marketing effort. We will include costs to establish a Sports Commission or Advisory Group in next fiscal year budget instead of doing another study.
- Specific strategic partners (other than Expedia) will not be included in the narrative.

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

Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

5. Commissioner Fritz made the motion to approve the meeting minutes from the June 30, 2021 Coastal Mississippi Special-Call Meeting as presented. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Condrey	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Hansen	Voted ---- A&E	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Williams	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

6. President's Report:

- Recognized and welcomed Advisory Members and Guests

7. Commissioner David made the motion to approve the listing of the New Commission Committees that were presented by President Shultz (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

8. Commissioner Fritz made the motion to amend the listing of the New Commission Committees by adding Commissioner Marsh to the Marketing Committee (attached). Seconded by Commissioner Stewart, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

9. Coastal Mississippi CEO and Directors' Reports:

- Milton Segarra, CEO presented his report (attached)
- Brief departmental reports were given by Karen Conner, Director of Marketing; Jase Payne, Director of Communication and Engagement; Zach Holifield, Director of Leisure Development and Pam Tomasovsky, Director of Finance and Employee Relations.

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

11. Commissioner Todd made the motion to approve the Financial Statements as of June 30, 2021. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

12. Commissioner Fritz made the motion to ratify the check/EFT disbursements on Operating Account totaling \$493,421.37 and check/EFT disbursements on Grant Account totaling \$6,210.61. Seconded by Commissioner Todd, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

13. Commissioner Marsh made the motion to ratify the expenses paid by credit card totaling \$7,653.27. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

14. Commissioner Fritz gave a recap of the Marketing & Sales Committee Meeting.

15. Commissioner Marsh made the motion to approve the Leisure budget reallocation of \$5000 from line item 5802 (Booth Fees/Registration) to line item 5800 for travel costs to ConnectTour Domestic at IPW Convention for an additional Coastal Mississippi Employee. Seconded by Commissioner Todd, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

16. Commissioner Moon made the motion to approve the Sparkloft additional Social Media Plan (Heavy Up) as presented. Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

17. Commissioner McMurphy made the motion to approve the MMGY Global Master Services Agreement and Statement of Work effective October 1, 2021 for two years as presented (attached). Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

18. Commissioner Fritz made the motion to approve the following change to the MMGY Global Statement of Work under **TERM**:

- Statement of Work can be terminated by either party with ~~60 days~~ "90 days" written notice to designated Agency or Client Representative.

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

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

19. Commissioner David made the motion to establish the top 3 priorities for BP funding that were presented by the Marketing & Sales Committee.

- 1) Expansion of current air service and new low-cost carrier
- 2) Sports Marketing incentives, facilities and equipment
- 3) Highway 90/beach/coastline enhancements and beautification with top priority additional beach parking

Also direct staff to update existing portal applications and implement all efforts to advance these priorities for approval this legislative session. Seconded by Commissioner McMurphy, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

20. Commissioner Fritz made the motion to enter into Closed Session to discuss the need to enter into Executive Session. Seconded by Commissioner David, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

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

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

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

23. Commissioner Fritz made the motion to enter into Executive Session for the purposes of discussing the Organizational Chart and Salary Structure of Coastal Mississippi Personnel. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

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

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes
Commissioner Marsh	Voted --- Yes		

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

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

26. Reminders

- Coastal Mississippi Monthly Board Meeting- August 2021
Thursday, August 26, 2021 3:00pm – 5:00pm Coastal Mississippi Board Room

27. Commissioner Holmes made the motion to adjourn the meeting at 5:10pm. Seconded by Commissioner Moon, the president called the question, with the following results:

Commissioner Condrey	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Williams	Voted --- Yes

Commissioner Marsh Voted ---- Yes
The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted July 29, 2021.

COASTAL MISSISSIPPI
Board of Commissioners Meeting

CEO REPORT

July 2021

Milton Segarra, CDME
7.29.21

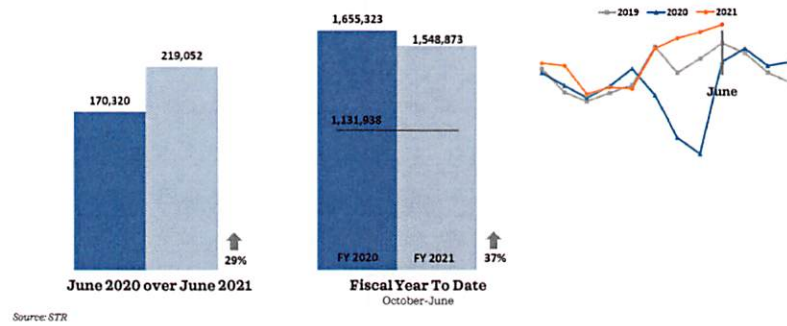


KEY PERFORMANCE INDICATORS

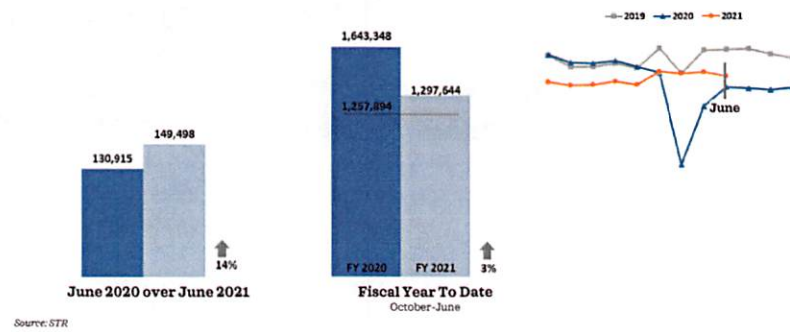
June 2021

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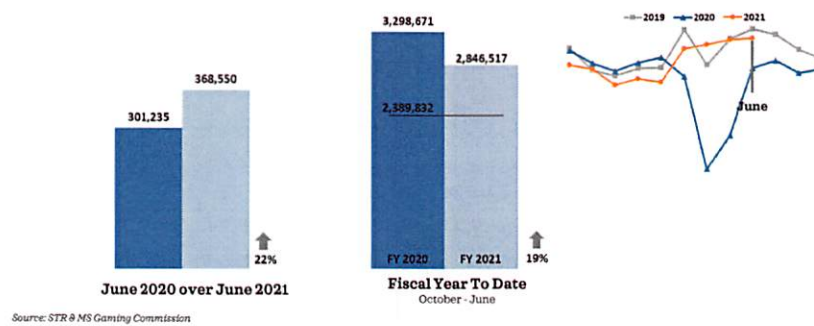
Non-Casino Rooms Sold



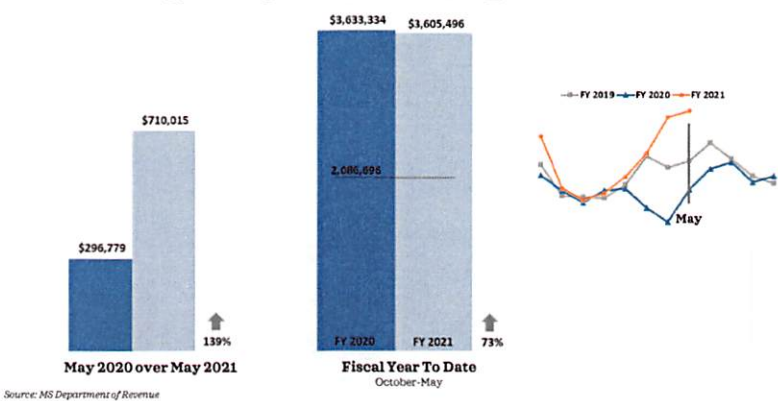
Casino Rooms Occupied



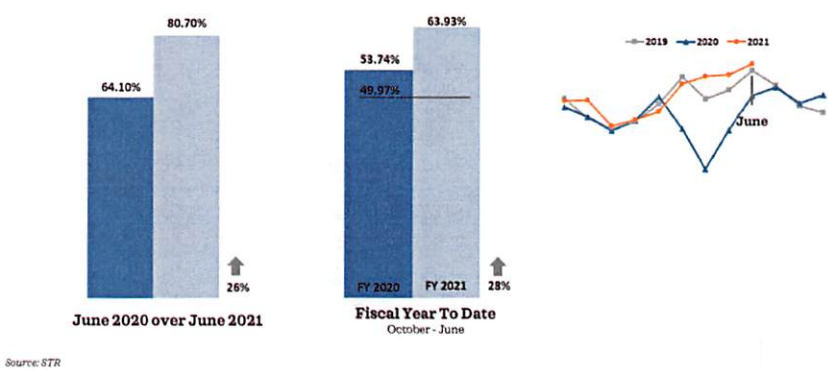
All Rooms Sold/Occupied



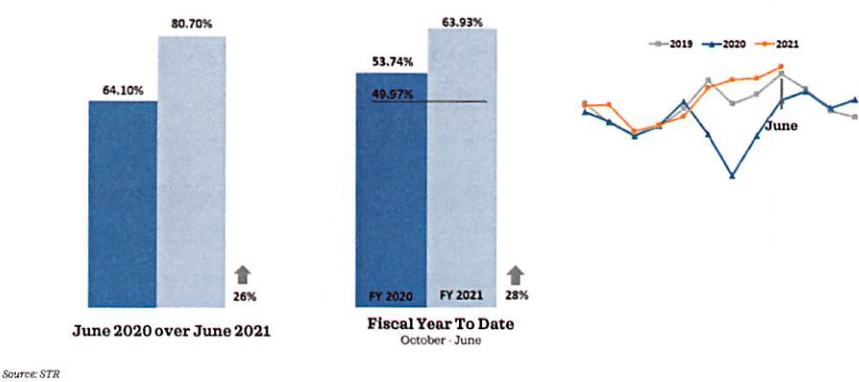
Occupancy Tax Receipts



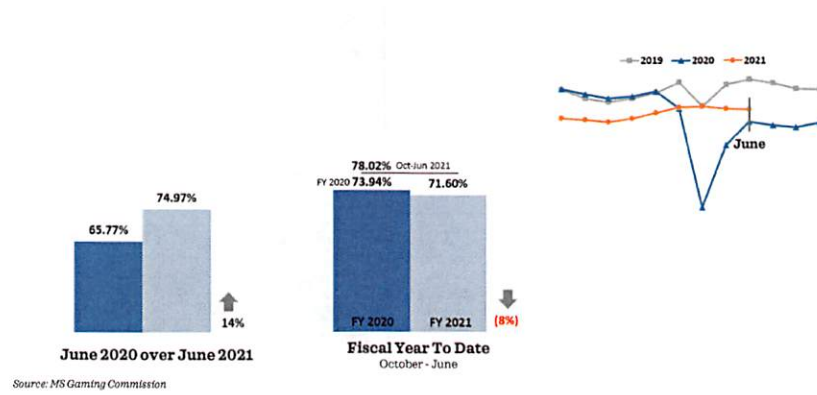
Non-Casino Occupancy



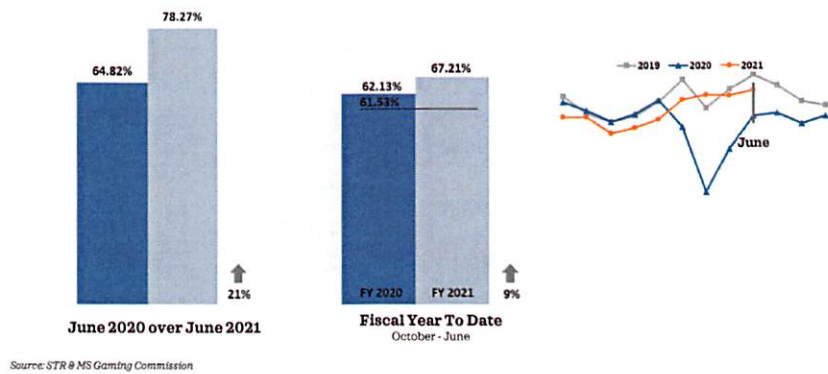
Non-Casino Occupancy



Casino Occupancy



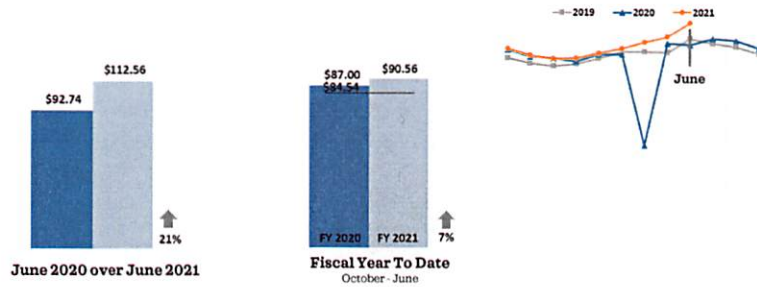
All Occupancy



Non-Casino ADR

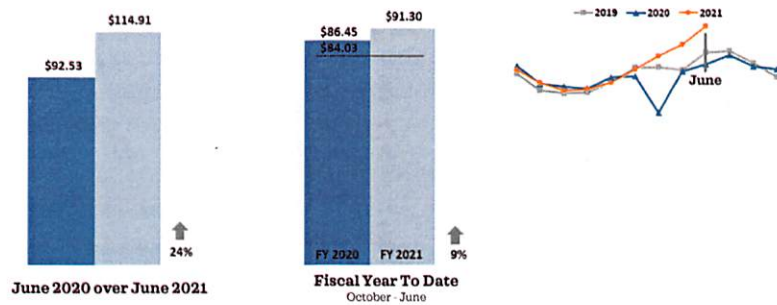


Casino ADR



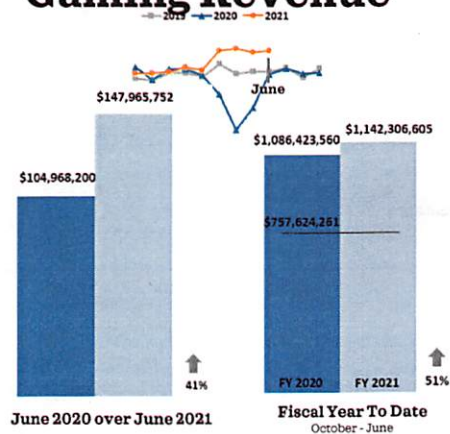
Source: MS Gaming Commission

All ADR



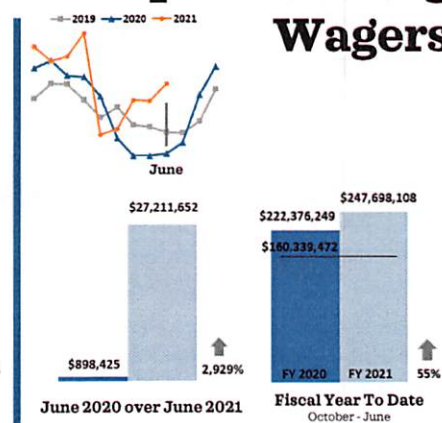
Source: STR & MS Gaming Commission

Gaming Revenue



Source: MS Gaming Commission

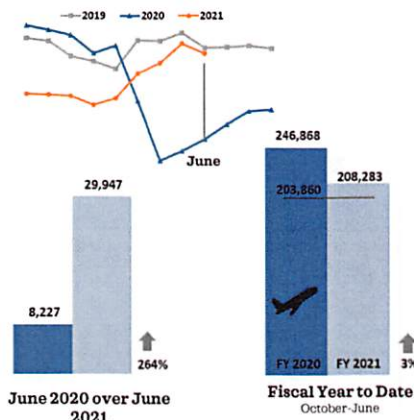
Sports Betting Wagers



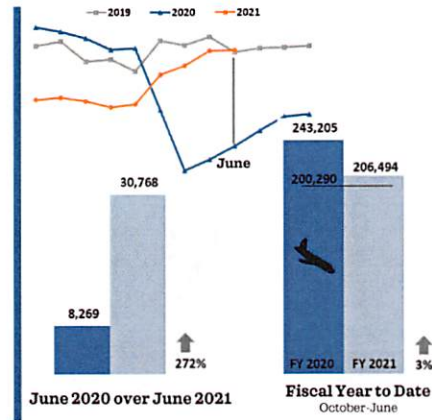
* Sports Betting began August 2018

Airport

Enplanements

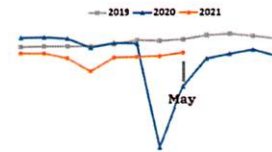
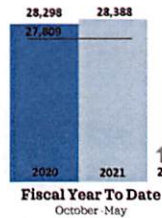
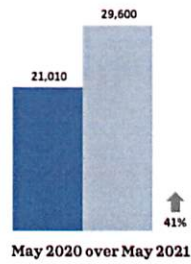


Deplanements



Source: Gulfport Biloxi International Airport

Leisure & Hospitality Jobs



Yearly numbers reflect an average of all months in the FY.

Source: MS Department of Employment Security

MULTI-YEAR COMPARISON CHART

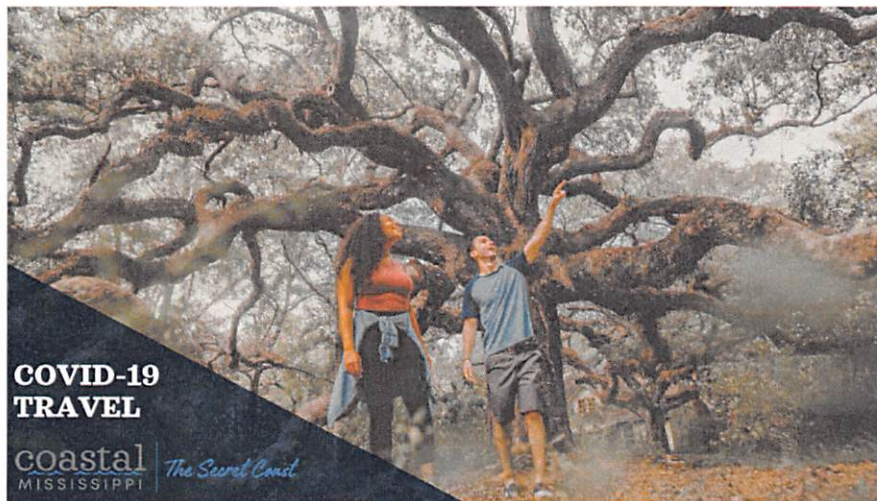
January - June (YTD)

	2018	2019	2020	2021
All Rooms Sold	2,052,319	2,060,833	1,448,308	2,846,517
Occupancy	62.5%	64.8%	50.9%	67.6%
All Occupancy	75.76%	75.85%	58.67%	67.21%
ADR	\$92.18	\$91.49	\$83.39	\$96.29
All ADR	\$82.05	\$88.44	\$84.07	\$91.30
RevPAR	\$57.66	\$59.28	\$42.48	\$65.14
Supply	2,706,312	2,714,470	2,453,111	2,807,408
Demand	1,692,699	1,758,739	1,249,587	1,899,127
Revenue	\$156,034,753	\$160,915,732	\$104,207,565	\$182,868,529

STR REPORT

July 2021

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COVID-19 Travel Update

- **Optimism about the coronavirus situation in the U.S. has plummeted.** American travelers' expectation that the coronavirus situation will get worse in the next month has made a significant jump from 19.6% the week of July 12th to 43.0% this week.
- **Negative associations with travel are on the rise again.** When asked to give ONE WORD that best describes how they feel about travel right now, people citing "unsafe", "nervous", "worried", or "anxious" is growing.
- **Regression in safety perceptions has caused Americans to feel we've lost ground on the progress made towards a return to normalcy.**
- **The Delta variant is disrupting Americans' travel plans.**

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NEW MAYOR MEETINGS- RECAP

- **JACKSON COUNTY**
 - Mayor Jay Willis, Pascagoula
 - Mayor Kenny Holloway, Ocean Springs
 - Mayor Casey Vaughan, Gautier
 - Mayor Billy Knight, Moss Point
- **PASS CHRISTIAN**
 - Mayor Jim Rafferty, Pass Christian
(have not met yet, waiting on confirmation date)

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ADVISORY BOARD COMPOSITION

- Coastal Mississippi Commissioner (1)
- Gulf Regional Planning Commission (1)
- Construction Expert
- Architect
- College Art Professor
- Harrison County Administrator
- Jackson County Administrator
- Hancock County Administrator

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A Strategic Road Map for the NEXT Generation of Destination Organizations



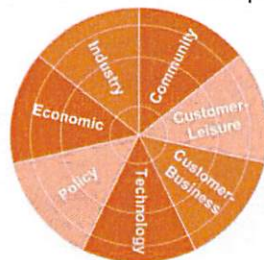
Global Advisory Group



6 Global
Panels



Strategic Radar Maps



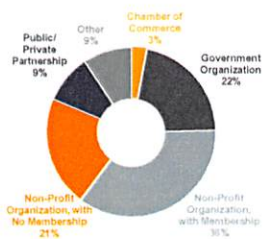
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Trends



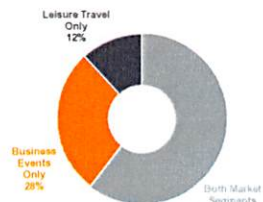
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Strategies

Diverse Organizations

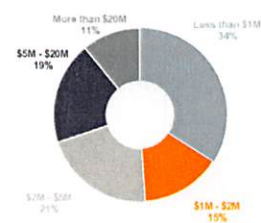
Business Model



Market Segment



Budget Size



TOP TRENDS

Top Trends

1. Greater industry, community and government alignment is driving destination competitiveness and brand
2. Customers are increasingly seeking a unique, authentic travel experience
3. Content creation and dissemination by the public across all platforms drives the destination brand and experience
4. Video becomes the new currency of destination marketing and storytelling
5. Travelers are demanding more information, control, interaction and personalized information
6. Travelers are seeking more personal enrichment and wellbeing
7. Social media's increasing prominence in reaching the travel market
8. Mobile devices and apps are becoming the primary engagement platform for travelers
9. Customers increasingly expect highly curated and customized destination content
10. Travelers want assurances of high standards of cleanliness and hygiene
11. Better, more holistic data management platforms are helping optimize strategy
12. Air access to a destination is key factor in attracting business travelers
13. Harvesting data and developing business analytics differentiate successful tourism destinations
14. Greater demand for more dynamic outdoor experiences
15. Business event customers looking for better collaboration with destinations to achieve greater business outcomes

Future Map






TOP STRATEGIES

Top Strategies

1. Focus significant attention on content creation and dissemination strategies
2. Play more of a central role in advocacy in my destination
3. Enhance engagement with the local community to manage future considerations for the visitor economy
4. Build the destination brand around the community's goals, values and creative energy
5. Focus on developing authentic experiences for the customer
6. Develop new KPIs to measure economic & social impact of tourism/business events beyond visitor volume
7. Develop a destination master/management plan to define long-term destination development
8. Be more involved in economic development initiatives
9. Invest more effort and resources into video content to market the destination
10. Better integrate tourism, economic development and talent attraction
11. Connect visitor experience with the quality of life of residents in my community
12. Improve and align data management and digital strategy to optimize marketing ROI
13. Develop strategies to protect what we have while attracting events and visitation to our community
14. Protect and steward our natural environment and our authentic social and cultural characteristics
15. Form more strategic alliances outside the visitor industry

Every **minute**
there are...



Digital Acceleration

4.3 million

Google searches

510,000

FaceBook comments

3.5 million

YouTube videos watched

350,000

tweets

6 million

Amazon shoppers

69,000

Instagram photos posted

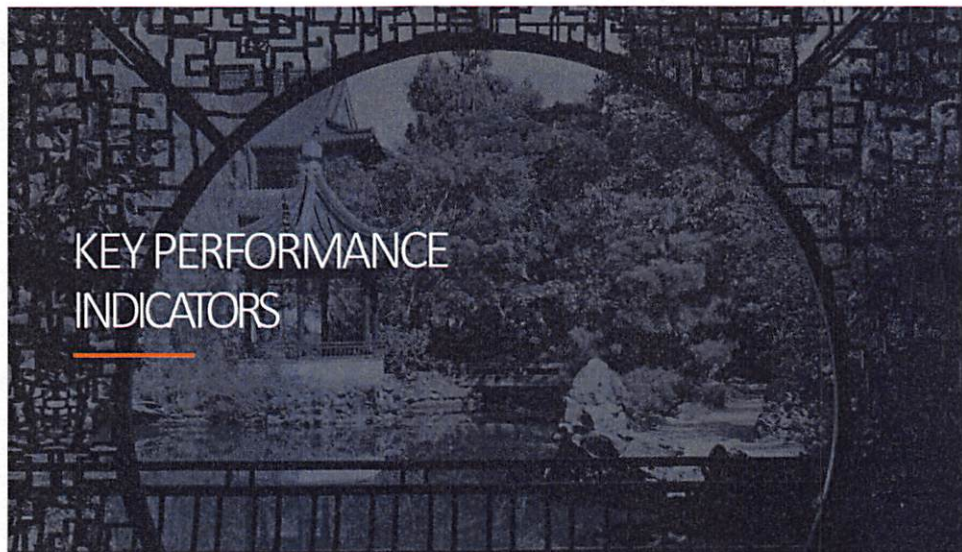
Source: LOCALiQ



EVOLVING ROLES

Current & Ideal Organization Roles

Organization Role	Current	Ideal
Destination marketing	1	1
Brand management	2	2
Destination and product development	7	3 ↑
Data research and business intelligence	8	4 ↑
Destination information resource	3	5
Community relations	4	6
Industry advocate	5	7
Visitor experiences and services	11	8 ↑
Broader economic development	6	9
Meetings and conventions sales	9	10
Sustainability advocate	13	11
Equity, Diversity, Inclusion advocate	10	12
Major event partner/developer	14	13
Workforce development	17	14 ↑
Health and safety resource	12	15
Leisure sales (group tour & independent)	16	16
Convention services	15	17
Venue manager/operator	18	18



Current & Ideal Organization KPIs

Key Performance Indicator	Current	Ideal
Economic impact of tourism	1	1
Room-nights generated	2	2
Visitor satisfaction	9	3 ↑
Number of visitors/delegates	4	4
Resident sentiment	12	5 ↑
Marketing ROI	6	6
Hotel performance metrics	3	7
Social and environmental impacts	15	8 ↑
Overnight visitation	5	9
Leads/referrals to business	7	10
Social media metrics	8	11
Member satisfaction	10	12
Earned media	11	13
Conversion metrics	14	14
Venue operating profits	13	15



TRANSFORMATIONAL OPPORTUNITIES

3 Transformational Opportunities

1. DESTINATION ALIGNMENT

Aligning the public, private and civic sectors drives destination performance

2. SUSTAINABLE DEVELOPMENT

Destination and product development should marry people, planet, profit and policy

3. VALUES BASED MARKETING

Community values, goals and energy are the new competitive advantage



Integrated Tourism & Economic Development



Destination Master Planning

Breckenridge Vision:
**A Harmony of Quality of Life
 for Residents & Quality of
 Place for Visitors**



Newport Beach & Company created
 a one-stop solution for key
 economic indicators, including:

- Hotel performance
- Airport passenger counts
- Tourism employment
- Restaurant openings/closures
- Automobile sales
- Real estate transactions
- Credit card spending

3 Types of Alignment Strategies

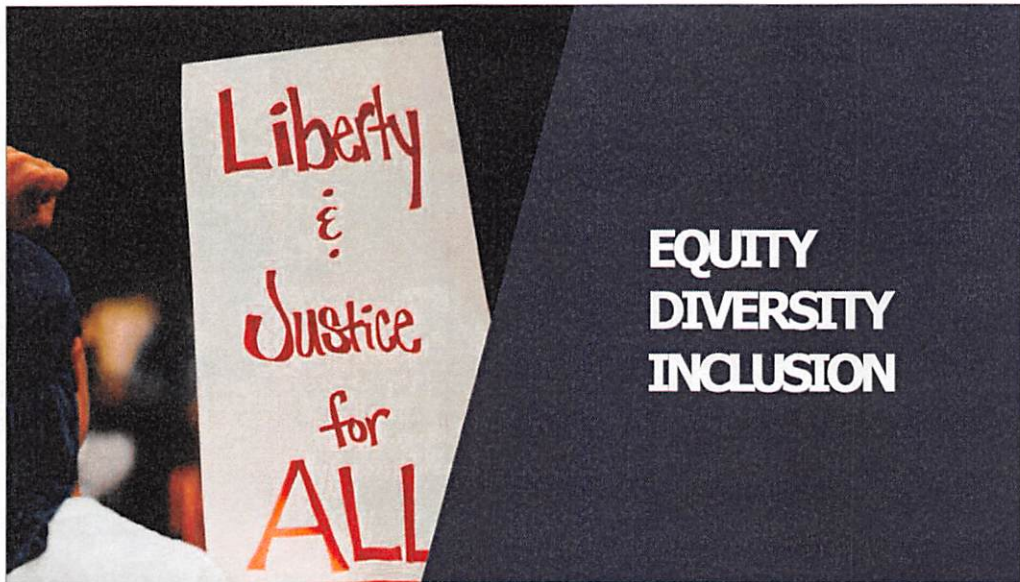
Coalition	 GPS Next – Air Service Development	 Portland Means Progress	 Grand Action 2.0
Formal Partnership	 Tourism Tomorrow Inc.	 Greater Topeka Partnership	 CVB & Invest Monterrey
Mergers / Integration	 Tourism & economic development	 VSA & Riverwalk Association	 CoFC & CVB




**SUSTAINABLE
DEVELOPMENT
GOALS**

3 Pillars of Sustainability

- Environmental
- Sociocultural
- Economic



Workforce

Destination Ann Arbor
Workforce Development:

1. Help our hospitality employers hire, train & retain employees
2. Increase awareness of hospitality as a great place to work and build a career
3. Increase opportunities for those in our communities



3. Values Based Marketing



The Community is the
Destination

"Freedom means creating
a life that looks like you
without compromising"

- My Helsinki

Transformational
Opportunities...

1. **DESTINATION ALIGNMENT**
2. **SUSTAINABLE DEVELOPMENT**
3. **VALUES BASED MARKETING**

SCENARIO MODEL & ASSESSMENT TOOL

Scenario Model



Destination Strength Variables



Destination Alignment Variables



ANNUAL MEETING DATES

- **FISCAL YEAR 2021**

Thursday, September 16, 2021 (*Prerecorded*)

- **FISCAL YEAR 2022**

Wednesday, November 10, 2021 (*In-Person*)

MEETINGS

- MS Coast Coliseum & Convention Center
 - Board of Directors Meeting
 - Special-Call Meeting
- Destinations International- Dual Board Meeting/Annual Meeting (Virtual)
- Calls with MMGY- Social Media Services Agency
- Welcome Reception- Motorcoach Tradeshow Event
- Meetings with new Jackson County Mayors
- MS Hotel and Lodging Association Meeting
- U.S. Travel Association Board of Directors Meeting (Virtual)
- Gulfport Chamber of Commerce's- Gulfport Reports
- New Commissioners' Orientation
 - Commissioner Stewart
 - Commissioner Condrey
- Call with Lobbyists to review upcoming Coastal Mississippi events

MEDIA INTERVIEWS

- MGJ with Lisa Monti- *Meetings & Conventions for rest of year and when will things get back to normal*
- Supertalk Live- JT Show- 2021 Tourism Boom
- WXXV – Coastal Mississippi Marketing Meeting Update
- WLOX
 - Increase in tourism numbers and business
 - Motorcoach Tradeshow Event at Aquarium

UPCOMING MEETINGS

- MTA Advocacy Committee Update (Legislative)

CEO MONTHLY MEETINGS – July 2021



**THANK
YOU**



Coastal Mississippi Commission Committees

OFFICERS

Brooke Shoultz, President
Mark Henderson, Vice President
Jim Williams, Treasurer
Richard Marsh, Secretary

MARKETING

Mark Henderson, chair
Danny Hansen
Roxy Condrey
Rusty David

GROUP SALES

Kim Fritz, chair
Bill Holmes
Carla Todd
Nikki Moon

AUDIT

Nikki Moon, chair
Richard Marsh
Roxy Condrey

BY-LAWS

Clay Wagner, chair
Jim Williams
Kim Fritz
Janet McMurphy

NOMINATIONS

Bill Holmes, chair
Ann Stewart
Carla Todd
Mark Henderson

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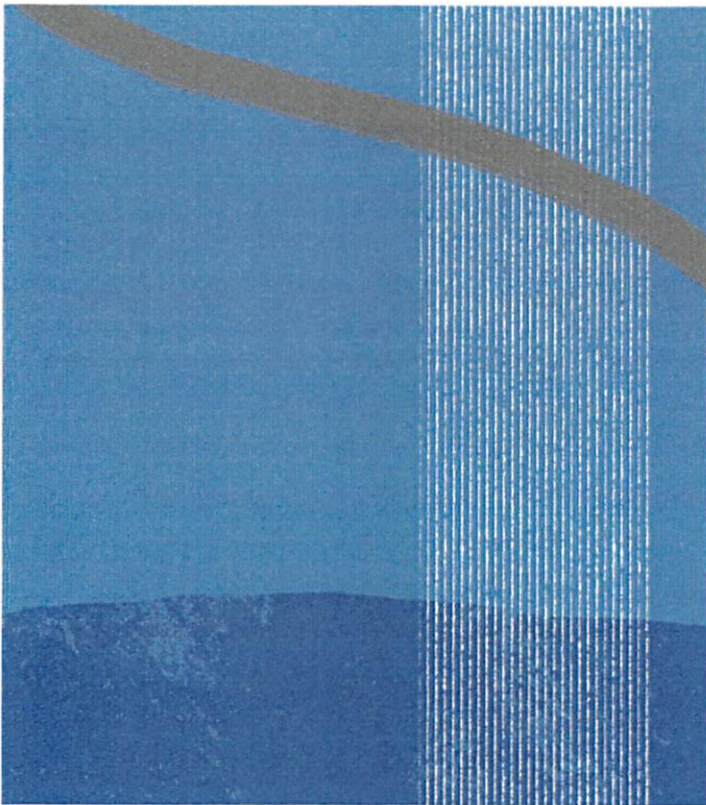
Ann Stewart
Carla Todd
Mark Henderson



MEDIA DISTRIBUTION PLAN

Additional Media Spend / July 2021

SPARKLOFT



ADDITIONAL MEDIA 2021 GOALS + TACTICS

OVERALL GOALS

- Drive engagements to both consumers in market as well as in drive and fly markets using existing audiences
- Drive traffic to the website from consumers

TACTICS

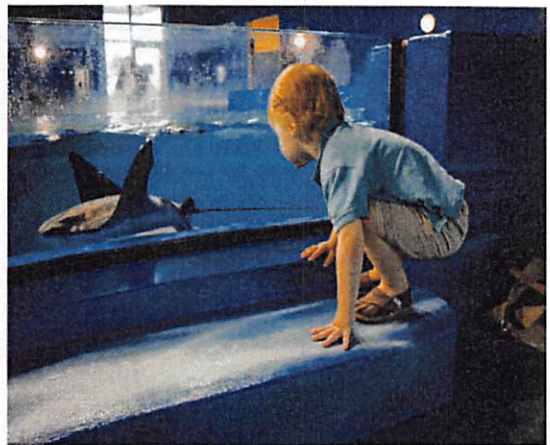
- Increased spend in August and September for end of year wrap up and to go hand-in-hand with the calendar of events
- Traffic campaigns to focus on retargeted audience
- Engagement campaigns to focus on prospect audiences (which will feed to the traffic campaigns)

STRATEGIC MESSAGING



Affordability + Availability

Pent up demand for a vacation has led to a decrease in affordable accommodations across the Gulf.



Midweek Travel

Messaging will encourage midweek travel by highlighting events, availability and fewer crowds.

STRATEGIC MESSAGING



Destination Appeal

We'll focus on high-level awareness building to prospect audiences by highlighting captivating imagery of the coastline + casinos.



End Of Summer

With corresponding editorial on the website referring to upcoming events, we can serve this content to people in the drive market to inspire an end of summer trip.

EDA MEDIA SPEND | FACEBOOK, INSTAGRAM, & PINTEREST

DISTRIBUTION PLAN

We plan to bolster our current Always On strategy by increasing the spend for our Facebook, Instagram, and Pinterest campaigns (focusing on engagement and traffic.) We will use existing creative + audiences with a slight change in messaging to promote mid-week travel, affordability, upcoming events, and an end of summer round up.

PLATFORM	MONTH		AUGUST	SEPTEMBER
	OBJECTIVES	AD TYPE	SPEND	
FACEBOOK & INSTAGRAM	ENGAGEMENT	PROMOTED CONTENT	\$17,000	\$17,000
	TRAFFIC (Retargeted Audience)	WEBSITE ADS	\$23,000	\$23,000
PINTEREST	ENGAGEMENT	PROMOTED CONTENT	\$2,250	\$2,250
	TRAFFIC (Retargeted Audience)	WEBSITE ADS	\$2,393	\$2,392
MEDIA FEE			\$10,714	
TOTAL SPEND			\$89,286	
TOTAL			\$100,000	



**MASTER SERVICES AGREEMENT
PRESENTED TO
Coastal Mississippi**

Prepared by

MMGY Global, LLC

**Kansas City, Missouri
Los Angeles, California
Denver, Colorado
New York, New York**

July 23, 2021



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into and made effective as of October 1, 2021 ("Effective Date") by and between MMGY Global, LLC, a Delaware limited liability company with offices at 7309 W. 80th Street, Overland Park, KS 66204 (hereinafter referred to as "Agency") and Mississippi Gulf Coast Regional Convention and Visitors Bureau dba Coastal Mississippi, whose address is 2350 Beach Blvd, Ste A, Biloxi, MS 39531 (hereinafter referred to as "Client"). Agency and Client shall individually each be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Client desires to employ services available through the Agency; and WHEREAS, Agency is qualified and willing to render such services; The parties hereto agree as follows:

I. APPOINTMENT

Client hereby authorizes Agency to act as its agent in accord with the terms stipulated in this Agreement. This Agreement becomes effective October 1, 2021 and shall expire on September 30, 2023, unless sooner terminated pursuant to Paragraph XI.

II. SCOPE OF SERVICES

Agency shall perform the following services on behalf of Client pursuant to any "Statement of Work" or "SOW". The SOW will be a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services, in a form substantially similar in form to Exhibit A, attached hereto and incorporated herein by reference. Each SOW and any amendment thereto may not be made except by a writing signed by both Agency and Client. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

III. AGENCY COMPENSATION

Client agrees to pay Agency for the services set forth for the services rendered in accordance with the payment schedule as provided in any applicable SOW.

IV. MATERIALS, SERVICES AND APPROVALS

Client shall provide Agency with written approval of all materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. In this event, however, Client will retain sole liability for all commitments made by Agency prior to such action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

V. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by Agency and accepted by Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency pursuant to this Agreement.

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Client Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Client Marks or the goodwill associated with the Client Marks by virtue of this Agreement or Agency's use of the Client Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Agency Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Agency Marks or the goodwill associated with the Agency Marks by virtue of this Agreement or Client's use of the Agency Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VI. INVOICING AND PAYMENT

Client shall be invoiced monthly and agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

Any invoice for which Agency has not received payment within 45 days from the date of receipt of invoicing, shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, Agency reserves the right to immediately suspend all services on behalf of the Client until such time as payment is received.

Should it become necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement, or otherwise authorized by Client, Client agrees to pay all costs incurred including reasonable attorney fees.

Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client.

VII. INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS

To the extent permitted under Mississippi law, Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client.

Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including

reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency.

VIII. RESERVATION AS TO DUTIES

Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement shall be construed as committing Agency to violate any lawful contractual commitments to media.

IX. CONFIDENTIAL INFORMATION

Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

X. SOLICITATION OF PERSONNEL

During the term of this Agreement and for a period of one (1) year following its termination, Client agrees not to solicit for employment any employee of Agency and Agency agrees not to solicit for employment any employee of Client.

XI. TERMINATION

Either party hereto may terminate this agreement by giving ninety (90) days prior written notice thereof by certified mail or registered mail to the other party.

Notification of termination shall be delivered by registered mail as follows:

If to MMGY Global, LLC:

Hugh McConnell
Chief Financial Officer
MMGY Global, LLC
7309 W. 80TH Street
Overland Park, KS 66204

If to Client:

Milton Segarra, CEO
Brooke Schoultz, President
Coastal Mississippi
2350 Beach Blvd, Ste A
Biloxi, MS 39531

Agency's rights, duties and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period.

XII. TRANSFER OF OWNERSHIP

Upon the termination of this Agreement and upon receipt by Agency of all amounts to which has been invoiced or is otherwise entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.

At the Client's request, on or before the Termination Date, the Agency will transfer, assign, and make available to the Client, or its designee, at no cost to Client other than actual hard costs for out-of-pocket expenses (Agency will not charge a fee for complying, however, Client agrees to pay any third-party charges as long as they are estimated in advance), all Client property and materials, in the Agency's possession or control and paid for by the Client, as applicable, and all material information regarding the Client's advertising. The Agency agrees to cooperate in transferring (with the approval of any third parties in interest) all reservations, contracts and arrangements with advertising media, or others, for advertising space or materials yet to be used and all related rights and claims, upon being duly released from such obligations.

Client shall own all rights to any advertising materials that are produced in finished form prior to the effective termination of this Agreement, Agency shall proceed promptly to complete production of any such materials during the notice period. However, at termination, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency and. Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials advertising concepts, layouts, sketches, mock-ups or other manifestations that were not authorized by Client to be produced by Agency.

XIII. GENERAL

Relationship of the Parties - Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement - This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without regard to its choice or conflict of laws provisions. Client and Agency hereby consents to exclusive jurisdiction and venue in the courts sitting in Harrison County, Mississippi. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

Force Majeure - Neither party will incur any liability to the other if its performance of any obligation under this agreement is delayed or prevented by any of the following events: a change in any law, rule regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder, acts of terrorism or other hostilities; hurricanes, tornadoes or other severe weather conditions; fire; earthquakes, floods and other natural disasters; or epidemics, pandemics and quarantines; provided,

however, that neither party will be excused, for any reason whatsoever, from any obligation that has accrued to make any payment in accordance with the terms of this agreement.


Captions - Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 9th day of ~~July~~, 2021.


Milton Segarra, CEO
Coastal Mississippi


Brooke Schoultz, President
Coastal Mississippi



Hugh McConnell, CFO
MMGY Global, LLC

EXHIBIT A – Statement(s) of Work

STATEMENT OF WORK

No. 1

This Statement of Work ("SOW") is entered into and made effective as of October 1, 2021 (the "Effective Date"), by and between MMGY Global, LLC, a Delaware limited liability company with offices at 7309 W. 80th Street, Overland Park, KS 66204 (hereinafter referred to as "Agency") and Mississippi Gulf Coast Regional Convention and Visitors Bureau dba Coastal Mississippi, whose address is 2350 Beach Blvd, Ste A, Biloxi, MS 39531 (hereinafter referred to as "Client"). Agency and Client shall individually each be referred to as a "Party" and collectively as the "Parties".

This SOW is governed by the terms and conditions of the Master Services Agreement between Agency and Client with an Effective Date of October 1, 2021.

I. TERM:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and shall expire of the 30th day of September, 2023, unless sooner terminated by either party with 60 days written notice to designated Agency or Client representative.

II. DESCRIPTION OF SERVICES:

Core Agency services included in this SOW include:

- Social Media Account and Project Management, Strategic Guidance, Analytics & Reporting, Creative & Content Marketing (inclusive of paid social media and paid influencer)

Additional Agency services available, but not included in this SOW include:

- Account & Project Management (as it relates to Integrated services)
- Audience Modeling & Segmentation - Terminal
- Data Strategy & Performance Analytics (as it relates to Integrated services)
- Branding
- Email Marketing
- Marketing Technology (Website Support, Maintenance & Personalization)
- Public Relations
- Experiential Marketing
- International Trade Representation

Should the Client desire to move forward with Agency services not detailed in this SOW, the Agency will provide for client approval a separate detailed SOW or project estimate based on a blended Agency rate of \$150/hour.

Should the Agency decline to provide SOW or project estimate for services not detailed in this SOW, the Client can seek support from other Agency(ies) to fulfill services declined.

A) SOCIAL MEDIA MANAGEMENT, CREATIVE & CONTENT MARKETING

Social Media Management, Creative & Content Marketing activities include the following pursuant to the staffing model outlined in Section III:

1) Account Management:

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km

- a. Support Client on strategic social foundation based on marketing goals to include plans and channel strategies guided by research, industry insights trends and ongoing tactical recommendations;
 - b. Collaborate with Client on direction, goals and objectives for project or campaign brief development, revisions and approval. Input internal teams through briefing system including: strategic briefs for campaign planning and/or creative briefs for new campaigns/initiatives;
 - c. Coordination and documentation of status meetings; cadence of ongoing meetings to be scheduled for consistent and frequent communication about performance insights and campaign planning;
 - d. Detailed project timelines, planning timelines and/or tactical management plans with Agency delivery dates, Client feedback and approval deadlines, anticipated launch dates and any communication with updates to timelines and impact on delivery dates;
 - e. Communication about approval process, maintaining proper approval documentation and organization including email and signed approvals on strategies, plans, briefs and estimates; and
 - f. Budget management and invoice tracking/projection, timely delivery of monthly invoices.
- 2) Platform Management:
- a. Agency will manage strategic guidance, specialty content development, paid amplification and reporting across Client's owned social channels inclusive of Facebook, Instagram, Twitter and Pinterest.
- 3) Social Media Strategic Guidance:
- a. Develop a comprehensive strategic social foundation across owned and paid channels and inclusive of the following materials:
 - i. Social Listening and Competitive Audit
 - ii. Social Content Strategy & Creative Playbook
 - iii. Social Activation Roadmap
- 4) Social Media Evergreen Content Development:
- a. Provide ongoing strategic guidance and limited content development in support of monthly evergreen social media content;
 - b. Collaborate with Client to ensure consistency of brand messaging and alignment with other channel initiatives on content; to ensure alignment with overarching social media strategy and leveled-up social media content direction; and
 - c. Provide ongoing strategic guidance in requesting and managing UGC assets for usage across the Client's social channels.
- 5) Specialty Content Development:
- a. Develop 3-4 high-level content themes per month resulting in 10-12 original content pieces, utilizing no more than 40 hours/month;
 - b. Includes short-form social media video content such as simple cinemographs, GIFs and motion graphics;
 - c. Includes 2 15-second or less original video assets monthly;
 - d. Includes 1 content studio photoshoot monthly;
 - e. Agency resources include a videographer and video production team to create quick turn social videos and immersive assets as needed;
 - f. Budget will be inclusive of hard cost associated with content studio photo shoots; and

- g. Includes strategic editing of Instagram images where necessary to align with Client brand creative look/feel on the platform.
- 6) Influencer Analysis & Relationship Management:**
- a. Identify influencer trends and opportunities;
 - b. Manage and vet all incoming influencer partnership requests leveraging influencer vetting software and qualitative assessment;
 - c. Recommend and develop influencer requirements and deliverables for all partnerships;
 - d. Contract influencers and manage agreement development, guideline edits, and influencer negotiations, and contract developments;
 - e. Monitor and report on all influencer marketing programs and initiatives; and
 - f. Client is responsible for covering all travel expenses for in-destination content development which must be approved in advance in writing by Client.
- 7) Social Campaign Development:**
- a. Develop a minimum of two (2) integrated social campaigns across social channels including, but not limited to examples such as:
 - i. Social campaign concepts and creative lock-up
 - ii. Social-powered sweepstakes
 - iii. Specialty content development
 - iv. Website landing page graphics
 - v. Campaign deployment and optimizations
 - vi. Campaign wrap-up reporting
 - b. Resourcing for these campaigns will be budgeted based on an hourly rate for each unique effort that in total campaign deliverables should not exceed the allotted annual budget of \$75,000;
 - c. Client will approve each campaign estimate prior to the Agency beginning work on these efforts; and
 - d. Client will be billed quarterly for campaign services as outlined in Section IV, A. Budget Summary.
- 8) Social Media Analytics:**
- a. Develop one (1) monthly report inclusive of delivery against strategic plan on social media performance across owned, earned and paid channels;
 - b. Include robust insights throughout social media reports, noting content performance and insights into all data points and charts included within;
 - c. Provide quality assurance on all reporting, correcting or enhancing reporting as needed; and
 - d. Leverage Sprout Social and any Client existing social platforms for monthly reporting on social performance.
- 9) Social Media Community Management**
- a. Provide strategic oversight to help guide daily interactions by the Client's in-house social community management team, inclusive of a moderation and response guide to help inform the team as well as limited monthly strategic guidance by the Agency;
 - b. While limited in nature, the Agency will provide support across social community management for one-off special projects to complement the Client's in-house team.

Examples of special projects could include but are not limited to out-of-office support, new campaign guidelines and destination enhancements; and

- c. Community management is not inclusive of crisis management support. Project estimates will be provided by the Agency for Client approval as needed.

10) Paid Social Media Support:

- a. Paid Social Media Support activities include the following:
 - i. Strategize, plan and execute paid social campaigns to drive awareness and consideration for Client, then nurture through conversion and loyalty activation; and
 - ii. A 15% commission will be assessed on all gross media spend to cover Agency staff time devoted to development, implementation, and optimization of advertising campaigns.

11) Enterprise-Level Social Tools:

- a. As added value to agreement, the Agency will provide usage of enterprise-level social media platforms to inform the overarching strategy, campaign development, management as well as robust reporting, including Sprout Social, Netbase Social Analytics and Sideqik Influencer Platform; and
- b. As added value to the agreement, the Agency will negotiate a reduced rate for one user seat with Sprout Social to provide access for the Client's in-house team.

12) Social Media Bootcamp:

- a. Agency will develop and execute one social media bootcamp focusing on best practices for its industry partners across hotels, restaurants, attractions, shops and any additional hospitality partners either in-destination or virtual-based training; and
- b. Client is responsible for covering all travel expenses associated with the Agency for in-destination support of the bootcamp which must be approved in advance in writing by Client.

13) Ongoing Strategy and Management:

- a. Provide ongoing strategic guidance and support with collaboration and planning;
- b. Provide proactive strategy recommendations and POVs based on performance, trends, and updates within the social media landscape;
- c. Collaborate with Client to ensure seamless execution of brand objectives into social media goals, KPIs, and strategies in real-time;
- d. Coordinate and/or participate in integrated agency and department meetings, ensuring integration, collaboration and communication across groups;
- e. Collaborate with Client and other agency partners, ensuring integration of projects and teams remains constant; and
- f. Work alongside the agency partners to develop integrated strategy and plans on Client's behalf.

B) GENERAL BUSINESS PRACTICES

General Business Practices from the fully integrated Agency team led by Social Media Media Management, Creative & Content Marketing pursuant to the staffing model outlined in Section III:

- 1) Daily emails, developing supporting documents and timely follow up;

- 2) Establish protocol and expectations with Client for communication frequency, content and responsiveness;
- 3) Ongoing strategic consultation;
- 4) Weekly (or bi-monthly) status call reviewing status report with updates on all deadlines, projects and next steps;
- 5) Monthly, quarterly and annual reporting call for channel performance review;
- 6) Kickoff call for new campaign or project initiatives;
- 7) One-on-one touch bases as needed to discuss the health of the account and its social marketing programs; and
- 8) Facilitate or participate in vendor and/or partner calls.

Anticipated Meeting Participation & Attendance pursuant to the staffing model outlined in Section III:

- 1) Onboarding/in-person kickoff;
- 2) Annual marketing meeting;
- 3) Agency planning meetings, quarterly and/or annually at Client's preference; and
- 4) Stakeholder/member meetings.

Additional Notes:

- 1) Relevant Agency attendees will be pre-approved by Client.
- 2) All travel-related expenses for meetings will be estimated and approved in advance in writing by Client and billed at NET with appropriate back-up provide.

In the event that in-person Agency attendance isn't necessary, the Agency will work with the Client to prepare materials including presentation decks.

III. **AGENCY RESOURCES ALLOCATION: OCTOBER 2021 - SEPTEMBER 2022**

The staffing model and resource allocations represent our anticipated level of staffing by role and contribution for the SOW as outlined above. If needed, Agency staffing structures can be flexible and shift based on Client priorities.

SOCIAL MEDIA MARKETING	
ROLE	ANNUAL HOURS
VP, Social Media & Content Strategy	36 hours
Director of Social Media	48 hours
Associate Director of Social Media	96 hours
Social Strategist	156 hours
Sr. Social Media Manager	276 hours
Social Media Data & Performance Strategist	36 hours
Social Media Data & Performance Manager	108 hours
Social Media Art Director	360 hours
Videographer Editor	180 hours

IV. **FEES AND PAYMENT SCHEDULE**

A) **BUDGET SUMMARY**

Client agrees to pay the following Agency Service Fees to compensate the Agency for staff time devoted to the activities outlined in the SOW.

- 1) "Retainer Fee" – \$8,500 to be paid monthly with first payment due October 1, 2021.
- 2) "Campaign Fee" – Up to \$75,000 to be paid with campaign proposal approvals, invoice will be initiated at the time of the services rendered by the Agency.
- 3) "Influencer Fee" – \$24,000 to be paid with campaign proposal approvals, invoice will be initiated at the time of services rendered by the Agency.
- 4) "Social Media Advertising" – Upon campaign proposal approvals, Agency to be paid Social Media Advertising inclusive of 15% commission on all gross media spend to cover Agency staff time devoted to development, implementation, and optimization of advertising campaigns.

SOCIAL MEDIA SERVICE FEES				
DESCRIPTION	ONE-TIME	QUARTERLY	MONTHLY	12 Month Total
Retainer Fee			\$8,500	\$102,000
Campaign Fee		\$18,750		\$75,000
Influencer Fee	\$24,000			\$24,000
Social Media Advertising 15% commission on gross social media budget			Social Media buys will be invoiced, forty-five (45) days in advance of campaign launch.	
TOTAL	\$24,000	\$18,750	\$8,500	\$201,000

B) SHIPPING COSTS

All shipping, express package or express mail charges incurred by Agency on behalf of the Client shall be billed to Client at cost.

C) TRANSPORTATION, LODGING & MAINTENANCE EXPENSES

Client agrees to reimburse Agency at cost for all transportation, lodging and maintenance expenses incurred by members of Agency's staff while traveling to perform on behalf of Client which must be pre-approved in writing, otherwise Agency shall be solely responsible for any such expenses.

D) ADMINISTRATIVE EXPENSES

Agency will absorb administrative expenses including telephone charges, duplication charges and ordinary postage.

E) EARLY TERMINATION

If Client terminates this Agreement prior to March 2022 Client shall pay to Agency an Early Termination Fee as consideration for the significant time invested by Agency in the initial months of the relationship. The Early Termination Fee shall be calculated as **eighty-eight thousand dollars (\$88,000)** less the total of all Agency Service Fees paid by Client to Agency up to the effective date of termination. Payment of the Early Termination Fee shall be in addition to any amounts billed by Agency under any other provision of this Agreement. No Early Termination Fee shall be due from Client if termination occurs after March 2022 or if this Agreement is terminated at any time by Agency.

F) ANNUAL INCREASE

Should there be no changes to the scope of services being provided, the Agency shall be entitled to a cost of living increase in the Service Fee as agreed to by both Agency and Client. Any change in compensation or scope shall be discussed annually by Agency and Client.

G) OTHER SERVICES

Any additional services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under either an additional SOW or Change Order. A change in services may necessitate a change in compensation. If Agency chooses to not pursue an additional service from the Client outside of what's defined within this agreement, the Client has the right to seek an outside agency partner to complete the work.

H) INITIAL PAYMENT

An "Initial Payment" will be invoiced upon execution of this Agreement, after which the Agency will begin work. The Initial Payment required shall be twenty-seven thousand, two hundred fifty dollars (\$27,250) and this payment shall be applied to the first amounts due under the Retainer Fee and Campaign Fee.

V. ADDITIONAL TERMS AND CONSIDERATIONS

A) PROJECT ESTIMATES

Additional detailed Project Estimates may be issued under this scope of work. In the event of any inconsistencies between the terms of a SOW and the terms of a Project Estimate, this Agreement and applicable SOW shall govern, except for instances where the Project Estimate specifically references a deviation from the Agreement, in which case the terms set forth in the Project Estimate will prevail for that Project Estimate only.

B) ADVERTISING

Advertising placed by Agency on behalf of Client shall be subject to Client's prior written approval and placed at the lowest rate(s) negotiated by Agency. All charges for media space and time shall be estimated and billed to Client prior to placement of the advertising per the terms as outlined herein. Agency shall be obligated to place media insertions per the Client-approved schedule only upon receipt of payment in full in advance of such placements.

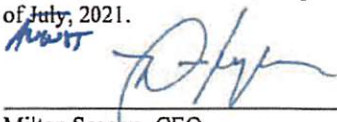
C) MEDIA LIABILITY

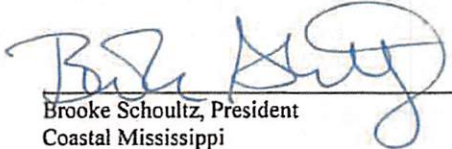
Client agrees to assume full financial liability for properly authorized insertions for advertising space and/or time placed on its behalf by Agency.

In the event that a paid social media outlet elects not to accept Agency's standard insertion order which disallows liability for unpaid media charges, Client agrees to provide the medium with written confirmation of acceptance of this liability.

Client agrees to hold Agency harmless for the failure of media or suppliers to properly execute their commitments, including without limitation, any delays in the placement of such media. *Agency will negotiate on behalf of Client for refund for failure on execution by media or suppliers.*

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 9th day of July, 2021.


Milton Segarra, CEO
Coastal Mississippi


Brooke Schoultz, President
Coastal Mississippi


Hugh McConnell, CFO
MMGY Global, LLC

GLOSSARY OF TERMS

Content Types

- **Organic Content**
Organic social media refers to the free content (posts, photos, video, memes, Stories, etc.) that all users, including businesses and brands, share with each other on their feeds.
- **Paid Content**
Paid social media is another word for advertising. It's when brands pay money to Facebook, LinkedIn, Twitter, YouTube, etc. in order to have their content shared with specific new audiences who are likely to be interested, either through "boosting" their organic content, or designing unique advertisements.

Social Media Bootcamp

- Training session focused on highlighting social best practices for industry partners across hotels, restaurants, attractions, shops and any additional hospitality partners

Enterprise-Level Tools

- **Sprout Social**
Social management platform used for scheduling, publishing and reporting on social media content primarily across Facebook, Twitter and Instagram.
- **NetBase Quid Social Analytics**
Social listening platform used to identify competitor and brand performance across open/public social inclusive of Facebook, Twitter, Instagram, Reddit, blogs, forums and customer review platforms. Also, critical in helping to understand
- **Sideqik Influencer Platform**
Influencer management platform used to identify brand-relevant influencers, actively manage campaigns and establish clear return on investment metrics.

Additional Agency Services

The following reflects high-level review of services offered across the Agency that are not currently inclusive of this social media services agreement.

- **Audience Modeling & Segmentation – Terminal**
Terminal is an insights platform built specifically for travel with the focus to inform, understand, engage and uncover a highly enhanced view into who our visitors and guests are for today and in the future. Terminal is driven by the proprietary integration of best-in-class data sources inclusive of monthly traveler survey data and the extensive consumer data models from an exclusive partnership with Experian.
- **Data Strategy & Performance Analytics**
Our travel-focused measurement and analytics team delivers actionable insight from the collective impact of all marketing efforts. We develop best-practice analysis models that guide the selection of key performance indicators and benchmarks across different types of channels, media, campaigns and clients. Technology and process fuel our expert execution of measurement planning, tagging strategy, data management, data visualization, insight generation and cross-channel attribution. With this approach, we focus on discovering insights and defining actions that drive continual improvement.
- **Branding**
There are two sides to every brand. Whether rebranding or interpreting an existing brand, MMGY Global uses our own proprietary framework called HEMISPHERES™, which leads to a more imaginative and compelling brand positioning strategy.

- **Email Marketing & Automation**
As data becomes increasingly important in forming strategy and developing customer relationships, we support this discipline in-house. We integrate and analyze all available marketing data, and we develop customer segments and profiles that allow customized, data-driven contact strategies.
- **Marketing Technology**
We combine creative thinking, insightful strategy and cutting-edge technology to deliver online experiences that build businesses and brands. All of our web solutions are designed and built completely in-house, including the ability to do internal and external systems integration.
- **Public Relations**
From strategic planning and crafting sharp messaging to conducting executive profiling, hosting media tours, developing high-impact partnerships and creating brand experiences, we consistently deliver the news media crave – and millions share. As part of the MMGY Global family, we employ PR experts from three renowned travel PR marketing agencies – NJF, Hills Balfour and Grifco. Together, we provide expert strategic counsel for leading travel and lifestyle brands around the world. We integrate seamlessly across all marketing channels, providing a truly holistic approach to elevate your brand and reputation.
- **Experiential Marketing**
There's power in the right exposure. We know the importance of a brand's message. That's why our approach to experiential marketing goes beyond raising awareness. It's about elevating a brand – finding creative ways to deliver a brand's message so that consumers care.



June 14, 2021

Karen Conner
Coastal Mississippi
2350 Beach Blvd., Suite A
Biloxi, MS 39531

Karen:

Thank you for selecting STR as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
TREND	Monthly	8/1/21 – 7/31/22	\$1,870
TREND	Weekly	8/1/21 – 7/31/22	\$1,870
Multi-Segment w/Raw Data (6 segments)	Monthly	8/1/21 – 7/31/22	\$2,040
18-month Custom Forecast	Quarterly	8/1/21 – 7/31/22	\$3,040
TOTAL			\$8,820

*Destination reports include 15% discount.

*Custom Forecast report includes 5% discount.

The Destination Client Terms and Conditions are also included with this agreement. They continue to govern your subscription.

Please note that the Destination Client Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

Lynsie Bennett

Lynsie Bennett
Director of Business Development, Industry Partners & Destinations

I accept the terms and conditions of this agreement as outlined above.

Client:

By:

Title:

Coastal Mississippi
[Signature]
CEO

Date:

8/3/21



Destination Client Standard Terms and Conditions

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STR, LLC and the licensee identified elsewhere in this Agreement ("Licensee") agree as follows:

1. LICENSE

1.1 Definitions.

(a) "Agreement" means: these Standard Terms and Conditions; any additional terms specifically set out in writing in the document(s) (if any) to which these Standard Terms and Conditions are attached or in which they are incorporated by reference, and, if applicable, any additional terms specifically set out in writing in any Schedule or Exhibit attached hereto.

(b) "Licensed Materials" means any newsletter, report, database, survey, or other similar resource, and all lodging industry data contained therein, which has been created by STR and provided to Licensee hereunder.

1.2 Grant of License. Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Licensee a non-exclusive, non-transferable, indivisible, non-sublicensable license to use, copy, manipulate and extract data from the Licensed Materials for its own INTERNAL business purposes only, with the exception of the External Sharing Rights in section 1.3.

1.3 External Sharing Rights

(a) Licensee may share data for the current month, and year-to-date, for Licensee's local area, with Licensee's Stakeholders. "Stakeholders" means board members, local hoteliers, restaurants, attractions, and media in Licensee's local geographic area. Data may be shared on Licensee's website, in a newsletter, or in other regularly distributed publications. Licensee shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. Licensee shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website.

(b) If Licensee shares any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, LLC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. Licensee shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from Licensee. If Licensee wishes to share additional data, or share data with other recipients, Licensee must execute a Reproduction Rights Agreement.

(c) Licensee acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized above, Licensee agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be emailed to destininfo@str.com. STR and Licensee further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

1.4 Copies. Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee may make and maintain no more than two (2) copies of any Licensed Materials.

1.5 No Service Bureau Use. Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee is prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

1.6 No Distribution to Third Parties. Except as may be expressly permitted or limited in this Agreement, Licensee is prohibited from distributing, republishing or otherwise making the Licensed Materials or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any third party, other than Licensee's accountants, attorneys or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

1.7 Reservation of Rights. Licensee has no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. All rights to the Licensed Materials not expressly enumerated herein are reserved to STR.

1.8 Security and Confidentiality. Except as may be expressly permitted or limited in elsewhere in this Agreement, Licensee agrees that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Licensee shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive indefinitely the termination of this agreement.

2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

2.1 Disclaimer of Warranties. THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS. STR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE

RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STR DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STR MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

2.2 Disclaimers. TO THE EXTENT PERMITTED BY APPLICABLE LAW STR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO (i) ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE LICENSED MATERIALS.

2.3 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW STR'S TOTAL LIABILITY TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, INFRINGEMENT, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STR BY THE LICENSEE DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.

3. MISCELLANEOUS

3.1 Term. Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

3.2 Obligations upon Termination. Within thirty (30) days of the termination or expiration of this Agreement for any reason, Licensee shall cease all use of the Licensed Materials and shall return or destroy, at STR's option, all copies of the Licensed Materials and all other information relating thereto in Licensee's possession or control as of such date. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason.

3.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the substantive laws of the State of Mississippi, without regard to its or any other jurisdiction's laws governing conflicts of law. Action from or relating to this Agreement shall be brought only in the federal or state courts having jurisdiction in Mississippi. The parties also expressly waive any objections to venue.

3.4 Assignment. Licensee is prohibited from assigning this Agreement or delegating any of its duties under this Agreement without the prior written consent of STR.

3.5 Independent Relationship. The relationship between the parties is that of an independent contractor. Nothing in this agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

3.6 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the mail, postage prepaid, registered, certified or express mail or by courier service within two (2) business days after its delivery by facsimile transmission); iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

3.7 Waiver. No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

3.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties, with the exception of the www.str.com Terms of Use and Privacy Policy.

3.9 Amendment. This Agreement may be amended only by the written agreement of both parties.

3.10 Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

3.11 Notice of Unauthorized Access. Licensee shall notify STR immediately upon Licensee's becoming aware of any facts indicating that a third party may have obtained or may be about to obtain unauthorized access to the Licensed Materials, and shall fully cooperate with STR in its efforts to mitigate the damages caused by any such breach or potential breach.

3.12 Conflicting Provisions. In the event that any provision of these Standard Terms and Conditions directly conflicts with any other provision of the Agreement, the conflicting terms of such other provision shall control.

3.13 Remedies. In addition to any other rights or remedies that either party may have under applicable law for material breach of this Agreement, in the event of any material breach of



this Agreement by either party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

3.14 Website. Licensee acknowledges that it is subject to the Terms of Use and Privacy Policy governing the use of www.str.com, the terms of which are fully incorporated herein. In the event of any conflict between any provision of the Terms of Use or Privacy Policy and any provision of this Agreement, the terms of this Agreement shall control.

3.15 Open Records Laws. STR acknowledges that Licensee may be subject to open records laws which require disclosure of data or reports which would otherwise be prohibited by this agreement. For the avoidance of doubt, any data shared by Licensee pursuant to an

open records request, as required by state law, shall not be a breach of this Agreement. Notwithstanding the foregoing, STR is not a custodian of records for Licensee, and STR will not respond to any open records requests on Licensee's behalf.

I have read and agree to the Standard Terms and Conditions.

Signature

Date