

COASTAL MISSISSIPPI BOARD MEETING
February 25, 2021
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, February 25, 2021 at 3:00 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Biloxi, MS 39531

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

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Karen Conner, Director of Marketing; Pam Tomasovsky, Director of Finance; Zach Holifield, Director of Leisure Business Development; Patrick Clay, Director of Communications and Engagement

Others Present: Hugh Keating, Legal Counsel; Advisory Members: Clay Williams, Gulfport-Biloxi Regional Airport Authority; Cynthia Sutton, Ocean Springs Chamber of Commerce (via phone); Larry Ahlgren, Gulf Islands Waterpark (via phone); Mike Davis, IP Casino Resort Spa & Susan Perkins, Restaurant and Beverage Association (via phone); Chaille Munn, Director of Marketing- Gulfport-Biloxi Regional Airport Authority; Harrison County Supervisors: Beverly Martin, Connie Rockco & Rebecca Powers (all via phone); USM Presenters: Jacob Breland & Heather Annulis; Longwoods Presenter: Anna Blount (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 Dane, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 --- Yes
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 February 25, 2021.

2. Commissioner Henderson made the motion to amend the agenda to include under New Business a discussion on the Peter Mayer incentive performance provision. Seconded by Commissioner Hansen, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 --- Yes
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 February 25, 2021.

3. Commissioner Hansen made the motion to accept the meeting minutes from the January 28, 2021 Coastal Mississippi Board Meeting with the following amendments: (1) Between Items #7 & #8- add "Commissioner Shoultz gave a brief finance report." and (2) Item #18- the words "to give time to do an

RFQ/RFP" should be added after September 31, 2021. Seconded by Commissioner Shoultz, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 --- Yes
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 February 25, 2021.

4. Commissioner Fritz made the motion to accept the meeting minutes from the February 18, 2021 Coastal Mississippi Special-Call Meeting as presented. Seconded by Commissioner Dane, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 --- Yes
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 February 25, 2021.

5. President's Report:

- Recognized and welcomed Advisory Members and Guests

6. Gulfport-Biloxi Regional Airport Authority- Economic Impact Report was given by Clay Williams

7. Longwoods International presented the Image and Awareness Study

8. USM presented the Resident Sentiment Research Survey

9. Coastal Mississippi CEO Report:

- Presented Monthly Report (attached)

10. Commissioner Shoultz gave a brief financial report.

11. Commissioner Stinson made the motion to approve the Financial Statements as of January 31, 2021.

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

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 --- Yes
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 February 25, 2021.

12. Commissioner Stinson made the motion to ratify the check/EFT disbursements on Operating Account totaling \$279,316.10. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- A&E
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 ---- Yes
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 February 25, 2021.

13. Commissioner Fritz made the motion to ratify the check/EFT disbursements on the Grant Account totaling \$2,175.00. Seconded by Commissioner Todd, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
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 ---- Yes
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 February 25, 2021.

14. Commissioner Hansen made the motion to ratify the expenses paid by credit card totaling \$9,774.47. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- A&E
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 ---- Yes
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 February 25, 2021.

Commissioner Moon arrived.

15. Commissioner Dane gave a brief recap of the Tourism Engagement Committee Meeting.
16. Commissioner Fritz gave a brief recap of the Marketing & Sales Committee Meeting.
17. Commissioner Stinson made the motion to approve the Fahlgren Mortine FY21 PR Plan as presented. Seconded by Commissioner Shoultz, 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 ---- Yes |
| 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 February 25, 2021.

18. Commissioner Stinson made the motion to approve the Sparkloft Social Media Playbook as presented. 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 ---- Yes

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 February 25, 2021.

19. Commissioner Marsh made the motion to approve the RFQ/RFP process for a Social Media Agency. Seconded by Commissioner Holmes, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Opposed
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Opposed
Commissioner Henderson	Voted ---- Opposed	Commissioner Wagner	Voted ---- Opposed
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Opposed
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Opposed

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted February 25, 2021.

20. Commissioner Hansen made the motion to approve the Group Incentive Request for the American Cornhole League Southeast Conference Tournament for three (3) years at \$3,500.00 per year.

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 ---- Yes
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 February 25, 2021.

21. Commissioner Holmes made the motion to approve the Group Incentive Request for the Mississippi Sr. and Jr. Beta Club Conventions for two (2) years at \$10,000.00 per year. 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 ---- Yes
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 February 25, 2021.

22. Commissioner Holmes made the motion to approve the Rapiscan Systems Classic Charity Challenge Sponsorship Agreement for 2021 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 ---- Yes
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 February 25, 2021.

23. Commissioner Shoultz made the motion to approve The Golfin' Guy Agreement 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 --- Yes
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 February 25, 2021.

24. Commissioner Shoultz made the motion to approve the Sparkloft Consulting and Services Agreement for April 2021 – September 2021 as presented (attached). Seconded by Commissioner Fritz, 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 --- Yes
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 February 25, 2021.

25. Commissioner Hansen made the motion to approve the AirDNA Data Renewal Agreement 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 --- Yes
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 February 25, 2021.

26. Commissioner Moon made the motion to approve the Simpleview Website Consulting and Licensing Renewal Agreement 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 --- Yes
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 February 25, 2021.

27. Commissioner Marsh made a motion- In order for all employees of Coastal Mississippi to be safe from harassment freeform to address complaints and grievances without fear of retribution, reprisal, or termination by establishing a Director of Human Resources that would report directly to the Commission. Seconded by Commissioner Fritz. After further discussion between the Commissioners, Commissioner Marsh and Commissioner Fritz both withdrew their motion and second motion.

28. Commissioner Marsh made the motion to accept the recommendation from the Executive Committee to expand the role of the Director of Finance to include Employee Relations responsibilities with the ability to have a direct report to the Board if any issues come up, but still report to the CEO in day-to-day activities. Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Opposed
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 ---- Opposed
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Opposed

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted February 25, 2021.

29. Commissioner Henderson made the motion to exclude any additional funds generated through room tax revenue associated with DOR change in collection rate using 72% as our three (3) year baseline- monies that result in a collection rate above the 72% does not count toward Peter Mayer Incentive. 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 February 25, 2021.

30. Commissioner Moon made the motion to enter into Closed Session to discuss the need to enter into Executive Session. Seconded by Commissioner Williams, 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 February 25, 2021.

31. Commissioner Dane made the motion to exit Closed Session and reconvene in open meeting. 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 February 25, 2021.

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

33. Commissioner Moon made the motion to enter into Executive Session for the purpose of discussing personnel matters related to job performance of the CEO. Seconded by Commissioner Williams, 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 --- Opposed	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 February 25, 2021.

34. Commissioner Hansen made the motion to exit Executive Session and reconvene in open meeting. 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 February 25, 2021.

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

36. Reminders

Coastal Mississippi Monthly Board Meeting- March 2021

Thursday, March 25, 2021 3:00pm – 4:30pm Jackson County- Grand Magnolia (Pascagoula)

37. Commissioner Shoultz made the motion to adjourn the meeting at 5:57 pm. Seconded by Commissioner Fritz, 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 February 25, 2021.

COASTAL MISSISSIPPI
Board of Commissioners Meeting

CEO REPORT

February 2021

Milton Segarra, CDME
2.25.21

coastal
MISSISSIPPI *The Secret Coast*

INDUSTRY / BUSINESS DEVELOPMENT

- Rapiscan Systems Classic Board Meeting
- Coastal Mississippi Industry Update (virtual)
- Gulf Coast Business Council Presentation (virtual)

CITY - COUNTY - STATE

- Mississippi DMO Legislative Update
- MDA Executive Directors' Meeting in Jackson
- Site Visit with Visit MS- Travel South USA Board of Directors Mtg
- MTA Board of Directors Meeting
- Coastal Mississippi Tourism Update with Mayors:
 - Bay St. Louis
 - Diamondhead
 - Pascagoula
 - Gautier
 - Ocean Springs
 - Pass Christian
 - Long Beach
- Being Rescheduled:
 - Waveland
 - D'Iberville
 - Moss Point (Pending)

MEDIA

- Coast Radio Recording- "Welcome to Coastal Mississippi"
- WLOX - 2021 Campaign Overview
- Interview with Convention South Magazine
- Interview with Guy Harvey Magazine- Fishing Destination
- WLOX Editorial Meeting
- Interview with Coast View- Rickey Mathews
- WLOX- Tourism Updates and Research

coastal
MISSISSIPPI
The Secret Coast

CEO MONTHLY MEETINGS – February 2021

THANK
YOU

coastal
MISSISSIPPI
The Secret Coast



P.O. Box 7362, D'Iberville, MS 39540
228.896.6365

Rapiscan Systems Charity Challenge
March 24 & March 25, 2021 | Fallen Oak
www.rapiscansystemsclassic.com

2021 SPONSORSHIP AGREEMENT

3/4/2021

THIS SPONSORSHIP AGREEMENT is made effective the _____ day of March 2021, by and between the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi ("Sponsor") and Mississippi Gulf Resort Classic Foundation, Inc., a Mississippi not-for-profit corporation and charitable organization recognized under Section 501(c)(3) of the Internal Revenue Code ("Foundation"). Foundation intends to operate the 2021 Rapiscan Systems Charity Challenge on March 24 & 25, 2021 at Fallen Oak.

In consideration for the Tournament's presence in Coastal Mississippi and Tournament Benefits listed below in Exhibit A, all of which will bring into favorable notice the tourism opportunities, events and attractions located in Coastal Mississippi, the Sponsor shall pay to Foundation a total annual Sponsorship Investment of \$15,000.

Coastal Mississippi

By: _____
DocuSigned by:
874664051CA74C2...
Milton Segarra
Name: _____
Title: _____ CEO

Mississippi Gulf Resort Classic Foundation

By: _____
DocuSigned by:
8A09932CDE7E44E...
Jonathan Jones
Jonathan Jones, Board President

[Exhibit A appears on the following page.]





P.O. Box 7362, D'Iberville, MS 39540
228.896.6365

Rapiscan Systems Charity Challenge
March 24 & March 25, 2021 | Fallen Oak
www.rapiscansystemsclassic.com

EXHIBIT A – Tournament Rights & Benefits

Four (4) pro-am playing positions in the Wednesday Pro-Am (March 24)

- Each pro-am participant will receive the following:
 - Pro-Am Gift Package
 - Breakfast, Lunch and on-course refreshments
 - Souvenir photo of team with professional
 - Invitation to the Pro-Am Reception, March 24
- Social media support to amplify the message/content from CM's invited guests
- Desire to work with CM to develop a digital "leave-behind" trailer for future promotion
- One (1) voting member seat on the Foundation's Board of Directors

Sponsor to Provide:

- A total annual cash sponsorship fee in the amount of \$15,000

MARKETING SERVICES AGREEMENT

THIS MARKETING SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of March 1, 2021, (the "Effective Date") by and among The Golfin' Guy, a Florida based company ("Golfin' Guy"), with its offices at 2114 Wichita Dr. Crossville, TN 38572, and the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi with its primary place of business located at 2350 Beach Blvd, Suite A, Biloxi, MS 39531

WHEREAS, Golfin' Guy is an editorial marketing company providing advertorial marketing services.

WHEREAS, Coastal Mississippi is a CVB looking to promote golf for, on and to the Coastal Mississippi area.

NOW THEREFORE, Coastal Mississippi desires to engage and does hereby engage Golfin' Guy and Golfin' Guy agrees to be engaged by and assist Coastal Mississippi in preparing, publishing and disseminating editorial articles, including photography, across multiple online and print platforms (the "Services") as may be defined and agreed to by the Parties from time to time either verbally or in writing and Golfin' Guy agrees to provide such Services to Coastal Mississippi. Actual services to be performed are identified in Addendum A attached attached hereto. (see Addendum A)

In exchange for the Services provided to Coastal Mississippi, Coastal Mississippi agrees to pay Golfin' Guy a lump sum payment in the amount of \$995.00. Actual payment terms are attached (see Addendum A).

Cancellation

Either party may cancel this agreement with 30-day's notice. This agreement is non-cancelable once services have begun.

Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Mississippi, without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement pursuant to approval hereof by Coastal Mississippi.

The Golfin' Guy

By:

Name: David Theoret

Title: President

Date:


Coastal Mississippi

By:

Name:

Title:

Date:


Milton Segarra
CEO
2/26/2021



Addendum A

Services

The Golfin' Guy will perform the following services under the attached Marketing Services Agreement:

- Editorial article about Coastal Mississippi written and published on our network of golf websites, magazines and social media sites. Article will include an overview of several golf courses, casinos and restaurants.
- Image gallery created and posted on photo sharing sites.
- Live posts, blogs and tweets from the course during the review and after article is published.
- Anything comped (i.e. golf, food, accommodations) will be included in the editorial article.
- Coastal Mississippi is free to use article and images in all other marketing efforts.

Payment Terms

Payment due net 30..

Consulting + Service Agreement

This Consulting and Service Agreement ("Agreement") is made and entered into as of the 1st of April, 2021 (the "Effective Date") by and between:

GoSeeTell Network, Inc. dba Sparkloft Media 601 SW Oak Street Portland, Oregon 97205 (hereinafter referred to as "Consultant")	Coastal Mississippi 2350 Beach Boulevard, Suite A Biloxi, Mississippi 39531 (hereinafter referred to as "Client")
--	---

Consultant and Client may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Client wishes to engage Consultant to perform certain training, educational, consultation, implementation and/or management services in connection with the use of social media, as described in the Statement of Work attached hereto (the "Services"); and

WHEREAS, Consultant wishes to perform the Services for Client in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the receipt and total sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Scope of Engagement.

1.1 Engagement. Client engages Consultant to perform the Services.

1.2 Services. During the term of this Agreement, Consultant will render the Services to Client. The Statement of Work attached hereto is intended to be part of this Agreement and is incorporated herein by this reference.

1.3 Client Responsibilities. In furthering the performance of the Services, Client acknowledges and agrees that Client shall be responsible for performing the following in a reasonable and timely manner: (i) communication to Consultant of administrative, operational and strategic decisions to the extent such decisions effect the performance of the Services; (ii) provision of accurate and complete information, content, and materials requested by Consultant for purposes of performing the Services (collectively, the "Client Content"); and (iii) making its personnel and resources available to Consultant as Consultant deems reasonably necessary to perform the Services. Consultant shall have no responsibility for any delays or increased costs and expenses associated with Client's failure to provide such information.

1.4 Additional Work. Consultant shall perform such additional services as may be described in additional fully executed Statements of Work referencing this Agreement. When signed by Consultant and Client, such additional Statements of Work shall become part of and subject to the terms and conditions of this Agreement. To the extent a Statement of Work contains terms different from or in addition to the terms in the main body of this Agreement, the Statement of Work shall amend this Agreement for purposes of the services to be provided thereunder.

2. Payment.

2.1 Payment Amount. The terms and conditions of payment are specified in the Statement of Work attached to this Agreement. Consultant will provide invoices to Client as specified in the Statement of Work. All invoices are due and payable upon receipt.

2.2 Taxes. Consultant shall be responsible for all federal, state, or local taxes applicable to compensation or payments paid to Consultant under this Agreement and Client shall not be required to withhold any amounts from such compensation or payments to cover Consultant's federal, state, or local tax obligations. Client may, however, withhold such amounts if Consultant is subject to backup withholding but shall not be obligated to Consultant for failure to withhold.

3. Intellectual Property.

3.1 Ownership of Client Intellectual Property. Client retains all right, title and interest in and to the Client Content and all Intellectual Property (as defined in Section 3.3 below) rights pertaining thereto (the "Client Intellectual Property"), but excluding any Consultant Intellectual Property (as defined in Section 3.2 below). Client hereby grants Consultant a nonexclusive, nontransferable, limited right to use the Client Content solely for the purpose of performing the Services and otherwise as set forth herein. All goodwill arising out of Consultant's use of any Client Intellectual Property shall inure solely to the benefit of Client.

3.2 Ownership of Consultant Intellectual Property. Client acknowledges that Consultant owns all right, title and interest in and to all software tools and programs incorporated into the Service, all training materials, manuals, "best practices" or "how to" guides, and similar materials used or supplied by Consultant as part of the Services, and all Intellectual Property rights pertaining thereto, including but not limited to all content, data, technology, software, code, methods and processes used, supplied or posted by Consultant as part of the Services, but excluding any of the foregoing which is unique to Client (the "Consultant Intellectual Property"). All rights not expressly granted to Client hereunder are reserved by Consultant and its licensors. This is not a technology license agreement and, except as provided for in this Agreement, it does not give Client any right to use any proprietary software or hardware technology used by Consultant to provide the Services. Except as expressly granted herein, no license or right to access any source code or object code of any software or to reproduce, display, distribute, perform, or make derivative works based upon the Consultant Intellectual Property are granted or implied by this Agreement. Without limiting the generality of the foregoing, Client shall not (a) modify, port, translate, localize or create derivative works based upon Consultant Intellectual Property; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms of the Consultant Intellectual Property by any means

whatsoever, or disclose any of the foregoing; or (c) sell, lease, license, sublicense, copy, market or distribute the Consultant Intellectual Property. The Services are provided only for Client's internal purposes and business operations. Client may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense, or otherwise distribute, transfer or dispose of the Services, in whole or in part, is granted to Client, except as expressly provided in this Agreement.

3.3 "Intellectual Property" means all rights in, to or arising out of: (i) any proprietary information, know-how, and data, including but not limited to, all proprietary intellectual property rights arising out of common law principles, and (ii) all copyrights, trademark rights or patent rights, and applications therefore in the U.S. and in any foreign country.

4. Confidentiality.

4.1 Confidential Information. Consultant and Client acknowledge that the performance of their respective obligations under this Agreement may require the disclosure of Confidential Information. The term "Confidential Information" shall mean trade secrets, confidential knowledge, data, or any other proprietary information of the disclosing Party and its subsidiaries or affiliated companies. By way of illustration but not limitation, "Confidential Information" includes: (i) inventions, trade secrets, ideas, processes, formulae, data, lists, programs, works of authorship, know-how, improvements, discoveries, developments, designs, and techniques relating to the business or proposed business of the disclosing Party; (ii) information regarding the disclosing Party's plans for research, development, new products and services, marketing and selling, business plans, budgets, licenses, prices and costs, suppliers, customer lists and customers; and (iii) information regarding the skills and compensation of the disclosing Party's employees.

4.2 Obligations Regarding Confidential Information. Consultant and Client agree that Confidential Information shall be used only for the purpose of performing the Parties' respective obligations under this Agreement. Neither Consultant nor Client shall disclose Confidential Information of the other without prior written consent. Confidential Information shall be held in confidence by the Parties and the Parties shall take all measures necessary to prevent Confidential Information from falling into the public domain or into the possession of persons or entities not bound to maintain the confidentiality of Confidential Information. Consultant and Client shall cause each of their respective employees, contractors, and agents to whom Confidential Information is disclosed to be bound by a substantially similar obligation of confidentiality.

4.3 Exceptions. The confidentiality obligations imposed by this Agreement shall not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation; (ii) information subsequently and rightfully received by the receiving Party from third parties without any obligation of confidentiality; (iii) information that was known to the receiving Party before the date of this Agreement; (iv) information that is independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party; and (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Confidential Information is required to be disclosed, the disclosing

Party shall first give the non-disclosing Party notice and shall provide such information as may reasonably be necessary to enable the non-disclosing Party to take action to protect its interests.

4.4 Return of Confidential Information. Consultant and Client acknowledge and agree that upon termination of this Agreement, all items and materials, including any copies, in their possession, custody, or control which contain Confidential Information shall be returned to the Party disclosing such Confidential Information.

5. Term and Termination.

5.1 Term. This Agreement shall remain in effect for a period of six (6) months from the Effective Date, unless earlier terminated as provided for in this Agreement. Thereafter, this Agreement may be renewed by written mutual agreement of the Parties.

5.2 Termination. This Agreement may be terminated as follows:

5.2.1 Termination for Cause. Performance under this Agreement may be suspended or terminated for cause in the event either Party defaults in the performance of any material duties or obligations under this Agreement and the defaulting Party is given the opportunity to cure such default after receipt of written notice of specific deficiencies in the performance. The Party in default shall have five (5) business days after receipt of notice to cure a default of money payment and twenty (20) business days after receipt of notice to cure any other material breach of any duties or obligations under this Agreement.

5.2.2 Termination without Cause. Either Party may terminate this Agreement without cause and for any reason by giving not less than ninety (90) days written notice to the other Party.

5.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Client shall immediately (i) cease use of the Services, and (ii) pay any outstanding, undisputed amounts due to Consultant hereunder. In addition, each Party shall, within ten (10) days of such termination or expiration, return to the other Party all copies of such other Party's Intellectual Property and Confidential Information and certify in writing to such other Party that no copies of such Intellectual Property and Confidential Information have been retained by it or have been destroyed.

6. Warranties and Limitation of Liability.

6.1 Consultant's Representations and Warranties. Consultant represents and warrants to Client that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel in accordance with applicable professional standards. To the extent the Services provided by Consultant are advisory, no specific result is assured or guaranteed. To the extent the Services provided by Consultant include the management of social media applications (by way of illustration, Facebook, Twitter, LinkedIn, etc.), Consultant expressly disclaims any and all liability with respect to posted content (whether or not posted by Consultant or by third parties) except to the extent Consultant has acted intentionally in violation of known intellectual property rights, rights of privacy or publicity, or any other such rights.

6.2 Client's Representations and Warranties.

(a) Consultant and Client acknowledge that in the course of performing the Services, Client may furnish Consultant with text, graphics, photos, designs, trademarks, artwork or other content for use by Consultant. Client represents and warrants that Client owns or has permission from the rightful owner to use each of these elements, and that none of these elements infringe on any copyright, patent, trademark, trade secret, right of privacy or publicity, or other proprietary right of any third party. Client assumes all risks with respect to the use or inclusion of such elements as part of the Services performed by Consultant.

(b) Client further represents and warrants that the provision by Client to Consultant of any customer data or any other data or information provided by Client to Consultant during the term, such as customer e-mail addresses or other personally identifiable information, shall not violate the privacy rights of any customer or other third party and that the performance by Consultant of any of the Services through the use of such data shall not violate any privacy rights, rules or regulations. Each person whose e-mail addresses or other personally identifiable information are provided to Contractor by Client: (i) has been given notice by Client of Client's information and privacy practices in accordance with all applicable federal and state statutes, rules and regulations; (ii) has been given a choice with respect to the use by Client of such information; (iii) has been given access to information collected about such person; and (iv) is properly characterized as an "opt-in" recipient by his, her or its agreement with Client to receive information and advertising content from Client, and has not notified Client of his, her or its desire not to receive information or advertising content from Client (i.e., no such person has "opted-out" of the receipt of information or advertising with respect to Client or Client's products or services). Client assumes all risks with respect to the use by Contractor of all customer e-mail addresses or other personally identifiable information supplied by Client in the performance by Consultant of any of the Services.

6.3 Copyrights & Trademarks. The Client owns copyright to the finished assembled work produced by Consultant. Consultant will retain the right to display the work in their portfolio and to make reference to the past or ongoing client relationship verbally or in writing at Consultants discretion.

6.4 Disclaimer. EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6.5 Limitation of Liability. CONSULTANT'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY CIRCUMSTANCES ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE STATEMENT OF WORK) EVEN IF CONSULTANT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity.

7.1 Consultant's Duty to Indemnify. In consideration of the mutual promises set forth herein, Consultant hereby promises and agrees to indemnify,

defend, and hold harmless Client and each present and future shareholder, director, officer, employee, and authorized representative of Client, from any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs and expenses of every kind, including attorneys' fees and legal costs, resulting from or arising from: (a) a breach of Consultant's representations or warranties set forth in this Agreement; or (b) Consultant's gross negligence or willful misconduct.

7.2 Client's Duty to Indemnify. In consideration of the mutual promises set forth herein, and to the extent permitted by Mississippi law, Client hereby promises and agrees to indemnify, defend, and hold harmless Consultant and each present and future shareholder, director, officer, employee, and authorized representative of Consultant, from any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs and expenses of every kind, including attorneys' fees and legal costs, resulting from or arising from: (a) a breach of Client's representations or warranties set forth in this Agreement; (ii) the use by Consultant of any text, graphics, photos, designs, trademarks, artwork or other content furnished by Client to Consultant in the course of performing the Services; (iii) the use by Consultant of any e-mail addresses, customer end user information, personally identifiable information or other information furnished by Client to Consultant in the course of performing the Services; (iv) damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement or conditions created thereby; (v) invasion of any privacy rights or rights of publicity by Client; or (vi) the violation by Client of any statute, ordinance, or regulation in connection with the performance of this Agreement.

8. General.

8.1 Independent Contractor Status. Consultant is an independent contractor for Client, and neither Consultant nor any person assigned by Consultant to perform services for Client shall be considered an employee, partner, or agent of Client for any purpose.

8.2 Agreement Authorization. Both Parties have full power and authority to enter into and perform this Agreement, and the representatives signing this Agreement on behalf of the Parties have been previously authorized and empowered to enter into this Agreement.

8.3 Legal and Equitable Remedies. Due to the risk of irreparable harm associated with any breach of this Agreement, the Parties acknowledge and agree that this Agreement and any of its provisions may be enforced by way of injunction, specific performance, or other equitable relief and without prejudice to any other rights and remedies.

8.4 Force Majeure. Neither Party will be considered to be in default of this agreement as a result of events beyond their reasonable control. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, catastrophe, war, terrorist activities, strikes or other "force majeure" events beyond the Parties' reasonable control. Consultant will not be considered to be in default of this Agreement as a result of the death or disability of a key member of Consultant.

8.5 Notices. Any notices required or permitted hereunder shall be given to the appropriate Party in writing at the address specified on the first page of this Agreement. Notice shall be deemed given upon personal delivery to the

appropriate address or if sent by certified or registered mail, three days after the date of mailing.

8.6 Merger and Modification. This Agreement sets forth the entire agreement and understanding between Client and Consultant, and supersedes and merges all prior discussions between the Parties relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in Consultant's duties or compensation will not affect the validity or scope of this Agreement.

8.7 Survival. Sections 3, 4, 5.3, 6, 7 and 8 of this Agreement shall survive the termination or expiration of this Agreement.

8.8 Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

8.9 Assignment. Neither Consultant nor Client may assign any of its rights or delegate any of its duties under this Agreement to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to any affiliate of that Party or to a successor to its business (whether by purchase or otherwise). Further, unless authorized by Consultant, Client may not resell the Services to third parties or allow third parties to use the Services to act as a seller of goods or services.

8.10 Waiver. No waiver of any breach or default hereunder shall be valid unless in writing and a waiver in any one instance shall not constitute a waiver of any subsequent breach or default.

8.11 Headings. The headings herein are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

8.12 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of law principles. Venue to resolve any dispute related in any way to this Agreement shall lie in the state and federal courts located within Harrison County, Mississippi, and the Parties agree to submit to the personal jurisdiction of those courts.

8.13 Attorneys' Fees. In the event of a dispute related in any way to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees, and other reasonable out-of-pocket expenses incurred in the preparation and presentation of that Party's claim or defense.

8.14 Counterparts. This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a Party, the other Party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Sparkloft Media
"Consultant"

By: M. Stoll
Martin Stoll (Feb 26, 2021 13:48 HST)

Name: Martin Stoll

Title: Ceo

Date: Feb 26, 2021

Coastal Mississippi
"Client"

By: Milton Segarra
Name: Milton Segarra

Title: CEO

Date: 2/26/2021

Contract #: **CMGC-210401**

DATA AGREEMENT

This Data Agreement (the "Agreement" or "Data Agreement") states the terms and conditions that govern the contractual agreement between AirDNA, LLC having its principal place of business at 1507 Blake Street, Denver, CO 80202 (the "Data Provider"), and Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Data Provider offers data services in the field of vacation rentals analytics; and WHEREAS, the Client desires to retain the services of the Data Provider to render data services laid out below according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by and between the parties hereto, the Data Provider and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. **TERM.** This Agreement shall begin on the 1st March 2021 and continue for a minimum period of 12-months. Following the initial 12-month period, this agreement can be renewed upon mutual agreement of terms by both parties.
2. **DATA SERVICES.** The Data Provider agrees that it shall provide its data to the Client for data analytics (the "Data Services"), specifically:
3. **PRODUCT**
 - **Gold Monthly Trend Report for Coastal Mississippi** which shall include, but not be limited to, the following types of data and information covering the Main Market, Submarkets, and Comparable Markets identified below. Comprehensive breakdown of your home-sharing market including Airbnb and Vrbo listings broken down by property size. *First delivery of data begins in February 2021
 - Metrics included: Available Listings, Booked Listings, ADR, Revenue, Occupancy Rates, Demand Nights, Available Nights and RevPAR
 - **Main Market:** Harrison, Hancock & Jackson Counties, MS
 - **Submarkets:** Harrison County, Hancock County, Jackson County, Gulfport, Biloxi and Bay Saint Louis
 - **Comparable Markets:** Waveland, Diamondhead, Pass Christian, Long Beach, Diberville, Ocean Springs, Gautier, Moss Point, Pascagoula, Mobile
3. **COMPENSATION.** For the Data Services to be provided and delivered by Data Provider, the Client agrees to pay USD \$2,500.00 within 30 days of signing the agreement and an additional \$2,636.00 in 6 months pursuant to a written invoice from Data Provider.
4. **DELIVERY.** The Data Provider will deliver the bulk of the Data Services within 48 hours of receipt of payment. The data will be delivered to a shared Google Drive each month.
5. **INTELLECTUAL PROPERTY RIGHTS.** The Parties acknowledge and agree that the Data Provider retains intellectual property rights over the raw data transferred.
6. **USES.** The Client agrees that the data provided is Restricted to uses for statistical and research purposes by employees representatives, agents, successors, contractors, assignees, and affiliates of Coastal Mississippi. The Client will not republish any of the Data Services, or disclose to any third party without the written consent of the Data Provider, which shall not be unreasonably withheld.
7. **DISCLAIMER.** The Client undertakes to understand the methodology behind the data gathering and as such, the Data Provider holds no liability as to the accuracy of the information. The Client understands that the information is gathered based on reasonable assumptions and the Client holds that the information is a directional estimation.
8. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties
9. **APPLICABLE LAW.** This Data Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Mississippi and subject to the exclusive jurisdiction of the federal and state courts located therein.


IN WITNESS WHEREOF, each of the Parties has executed this Data Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

AirDNA, LLC

Sophie Barton

Sophie Barton, Account Manager
DATE: 25th February 2021

Coastal Mississippi


NAME: Milton Segarra
DATE: 2/26/21



WEB SITE CONSULTING AND LICENSING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of March 2021 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 N. Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and Coastal Mississippi, with offices at 2350 Beach Blvd., Suite A, Biloxi, MS 39531 ("Client").

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including the proprietary customer relationship management application ("CRM") and a state-of-the-art website content management system ("CMS");
- B. WHEREAS, Client desires that Simpleview maintain and host the Client website (the "Site") on Simpleview's CMS, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

2. Web Site Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .jpg) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the

work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, the Site shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the Site, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future hosting services. Simpleview shall provide client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site. Simpleview shall incorporate Updates according to a written schedule and security policies agreed upon by the Parties.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Implementation of certain applications may require two or three days of onsite training.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the Site and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address,

password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview and its suppliers (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web site, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the Site and that are required for the operation of the Site. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions

to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

6. Warranties

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; (iii) that nothing in the Simpleview Material infringes or violates any right of any third party; and (iv) that Simpleview will take reasonable measures to protect the Site from viruses, trojans, worms, or other malicious code and will take at least those measures that it takes to protect its own computer systems, but in no case less than reasonable care.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web Site; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Content Management Systems application.

7. Indemnification

7.1 Indemnification by Client

To the extent permitted by Mississippi law, Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses, to the extent permitted by Mississippi law.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the gross negligence or willful misconduct of Simpleview; or (iii) any of the Simpleview Materials to be provided by Simpleview hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview

FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, EXCEPT FOR LIABILITIES RELATED TO INFRINGEMENT ON THIRD PARTY RIGHTS DUE TO NEGLIGENCE ON THE PART OF Simpleview, IN WHICH CASE NO LIMITATION ON LIABILITY SHALL EXIST.

9. Term and Termination

The Initial Term of the Agreement shall begin on the Effective Date of the Agreement and end on February 29, 2024. Not less than sixty (60) days prior to the end of the Initial Term, Client and Simpleview may negotiate terms to renew and extend this Agreement for an additional period of three (3) years, failing in which this Agreement shall automatically terminate upon expiration of the Initial Term.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

If either party or its respective directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. If such a protective order is not obtained, the party required to make such disclosure shall disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than two years after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Mississippi and venue and jurisdiction for any claims shall be in the courts of competent jurisdiction located in Harrison County, Mississippi.

12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Attorneys Fees

Any claim, controversy or dispute among the parties to this Agreement will be resolved in a court of competent jurisdiction located in Harrison County, Mississippi and the prevailing party shall be awarded all costs, including but not limited to, any filing fees, reasonable attorneys' fees, travel expenses, and/or any other costs incurred related to the dispute..

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Taxes

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview's net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview, LLC
8950 N. Oracle Road
Tucson, AZ 85704

Authorized Signature

Coastal Mississippi
2350 Beach Blvd., Suite A
Biloxi, MS 39531-4914

By: Scott Meredith Date: Mar 1, 2021
Head of Contracts & Procurement

By: [Signature] Date: 2/26/21
Wilton Segarra
CEO

Exhibits

- A – Simpleview Services
- B – Additional Services
- C – Fee Schedule

EXHIBIT A
WEBSITE SERVICES

	Annual Licensing Fee
Website Development Core Engagement	
Navigation & Content Management (CMS)	\$11,000
Homepage Slideshow & Interior Header Management (Image & Video)	Included
Metatag Management	Included
Redirect Module	Included
Articles Module (Includes One Feed; \$500 One-Time/Additional Feed)	Included
Content Ownership	Included
RSS Feeds	Included
Template Generator	Included
Site Search	Included
Hosting and Sitewide SSL Certificate	Included
Code Editor (CSS, Template & Javascript Code Overwrite Capabilities)	Included
Responsive GEO Triggers (Listings, Coupons, Events)	Included
App Smart Banner	Included
Add This Social Sharing	Included
Schema.org and Open Graph Tagging Capabilities	Included
Quality Assurance Testing	Included
Staff Training	Included
Google AMP Integration	Included
Core CRM Integrations	
Form Builder	\$1,500
Partner Listings	\$2,500
Calendar of Events	\$2,000
Special Offers/Coupons	\$1,000
CMS Modules and Add-Ons	
A/B & Multivariate Testing (Included with Dynamic Content Serving)	Included
Blog (Includes One Feed; \$500 One-Time/Additional Feed)	\$1,500
Dynamic Content Serving – to be paid with simpleSupport hours	\$5,500
Highlights Module	\$1,000
Listings – Quickview – to be paid with simpleSupport hours	\$2,500
Special Alert	\$500
Trip Builder	\$2,500
CMS Integrations	
Booking Engine - 3rd Party (Non-Book › Direct) HTML Integration	\$500
Google Maps	\$2,500
Google Translate	\$500
TripAdvisor	\$1,500
Weather Feed	\$500
Facebook "Like" Button for Listings	Included
Facebook "Like" Button for Site Pages	Included
TOTAL COST	\$37,000

PORTION PAID WITH FUNDS	\$29,000
PORTION PAID WITH SIMPLESUPPORT HOURS	\$8,000

Our hourly fee for change requests and training is \$125 per hour. Any change requests or training requested will be charged to the simpleSupport plan that is contracted separately in quarter hour increments on a monthly basis.

EXHIBIT B

ADDITIONAL SERVICES

No additional services related to CMS as of the Effective Date of Agreement

EXHIBIT C
FEE SCHEDULE

PAYMENT SCHEDULE	
Initial Monthly Licensing Fees Invoiced on March 1, 2021 and Due in Thirty Days	\$2,416.66 + 6.67 simpleSupport Hours
CMS Licensing Fees Invoiced at the Beginning of Each Subsequent Month for Duration of Agreement. Payment Due in Thirty Days of Creation of Each Respective Invoice.	\$2,416.66 + 6.67 simpleSupport Hours per Month