#### COASTAL MISSISSIPPI BOARD MEETING January 25, 2022 OFFICIAL MINUTES

The Coastal Mississippi Board met Tuesday, January 25, 2022 at 3:00 p.m. at Coastal Mississippi located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

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

Commissioners Absent: Greg Cronin

<u>Staff Members Present</u>: Pam Tomasovsky, Interim Director, Finance & Employee Relations Director; Pattye Meagher, Director of Communications & Engagement; Karen Conner, Director of Marketing; Zach Holifield, Director of Leisure Business Development; Kris Abbott, Director of Sales

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Gloria Frey, Coast Coliseum; Stephen Schoettmer, Rapiscan Systems Classic; Craig Sweeney, Gulf Coast Marathon

President Shoultz called the meeting to order at 3:05pm.

 Commissioner Hansen made the motion to accept the agenda as presented. Seconded by Commissioner Moon, Discussion: Add to the agenda, Peter Mayer production estimate for incorporation of DEI. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

2. Commissioner Hansen made the motion to approve the meeting minutes from the December 16, 2021 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Marsh, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

3. Commissioner Fritz made the motion to approve the meeting minutes from the December 21, 2021 Special-Call Meeting as presented. Seconded by Commissioner McMurphy, President Shoultz called the question, with the following results:

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

4. Commissioner Hansen made the motion to approve the meeting minutes from the January 10, 2022 Special-Call Meeting as presented. Seconded by Commissioner Holmes, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

- 5. President's Report:
  - + Recognized and welcomed Advisory Members, Staff, Guests
  - + President Shoultz introduced Craig Sweeney from Gulf Coast Marathon for a brief presentation about the results of this year's race.
  - + Pam Tomasovsky introduced new Director's Kris Abbott and Pattye Meagher.
  - + March 2<sup>nd</sup> is Mississippi Tourism Association Legislative Day at Capitol
  - + February 1st Gulf Coast Chamber Annual Luncheon and Judy's first day.
- 6. Commissioner Moon made the motion to be a table sponsor at the Gulf Coast Chamber of Commerce Luncheon for \$750.00 with 10 seats. Seconded by Commissioner Fritz, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted January 25, 2022.

- 7. President's report continued:
  - + Monthly meeting scheduled for February 24th and some commissioners will be out of town. Commission took no action. Meeting still stands for February 24th at 3:00pm.
  - + Meeting with AGJ to clarify some issues. The Board president will have access and authority to all information. Zach will be point of contact for IT and every request will have to be signed off by the Executive Director.
  - + President Shoultz, Treasurer Williams, Commissioners St. Pe and Cronin were present for a meeting with Ocean Springs mayor to discuss a project on Front Beach that needs renovation and have asked the Commission to financially assist.
- 8. Commissioner Fritz made the motion to draft a letter of Commission support for the Ocean Springs Front Beach project. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

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

- 9. President's report continued:
  - + President Shoultz recommended suspending committee meetings for 90 days and the Commission move to a consent agenda.
- 10. Commissioner Holmes made the motion to suspend committee meetings for 90 days, move to consent agenda and communication exchanged between commissioners and staff shall go between the president of the Board. Seconded by Commissioner Williams, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

- 11. Commissioner Williams gave a financial report, including Occupancy Tax History.
- 12. Commissioner Hansen made the motion to approve the Financial Statements as of December 31, 2021. Seconded by Commissioner Ladner, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted January 25, 2022.

13. Commissioner Hansen made the motion to ratify the check/EFT disbursements on Operating Account totaling \$712,649.83. Seconded by Commissioner Marsh, President Shoultz called the question, with the following results:

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Commissioner Avery, Jr.
                          Voted ---- Yes
                                                                     Voted ---- Yes
                                           Commissioner LaFontaine
Commissioner Cronin
                                                                     Voted ---- Yes
                          Voted ---- Absent Commissioner Marsh
Commissioner David
                          Voted ---- Yes
                                          Commissioner McMurphy
                                                                     Voted ---- Yes
                                                                     Voted ---- Yes
Commissioner Hansen
                          Voted ---- Yes
                                          Commissioner Moon
Commissioner Fritz
                          Voted ---- Yes
                                          Commissioner St. Pé
                                                                     Voted ---- Yes
                          Voted ---- Yes
                                                                     Voted ---- Yes
Commissioner Holmes
                                          Commissioner Stewart
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The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

- 14. Expenses paid by Check/EFT on Grant Account- No transactions. No Action Taken.
- 15. Commissioner Fritz made the motion to ratify the expenses paid by credit card totaling \$8,754.22. Seconded by Commissioner Avery, Jr., President Shoultz called the question, with the following results:

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

16. Treasurer Williams noted the revenue coming in and called attention to the Historical Comparison of Occupancy Tax Collections By County. President Shoultz commented that casinos mentioned there might be a dip for January revenue as a soft month.

President Shoultz called attention to amending the motion regarding 90 suspension of committees with the exception of the Bylaws Committee that will still be allowed to meeting during the 90-day period.

17.Commissioner McMurphy made the motion to approve an amendment to the motion to suspend committee meetings for 90 days, move to consent agenda and communication exchanged between commissioners and staff go between the President of the Board apart from the Bylaws Committee that will be allowed to meet. Seconded by Commissioner Holmes, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

- 18. Commissioner Fritz gave a recap of the Marketing Committee Meeting.
- 19. Commissioner Ladner made the motion to amend the operating budget to add an additional \$4,000 to the marketing research line item and following approve an advertising ROI Study by Longwoods Research in the amount of \$60,000.00. Seconded by Commissioner Moon, President Shoultz called the guestion, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

20.Commissioner Moon made the motion to amend the operating budget by allocating an additional \$300,000.00 to the Marketing Production and Services line item. Seconded by Commissioner Avery, Jr. President Shoultz called the question, with the following results:

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Commissioner Avery, Jr. Voted ---- Yes
                                         Commissioner LaFontaine Voted ---- Yes
Commissioner Cronin
                        Voted ---- Absent Commissioner Marsh
                                                                  Voted ---- Yes
Commissioner David
                        Voted ---- Yes
                                         Commissioner McMurphy Voted ---- Yes
Commissioner Hansen
                        Voted ---- Yes
                                         Commissioner Moon
                                                                  Voted ---- Yes
                        Voted ---- Yes
                                         Commissioner St. Pé
                                                                  Voted ---- Yes
Commissioner Fritz
                                         Commissioner Stewart
                        Voted ---- Yes
                                                                  Voted ---- Yes
Commissioner Holmes
                        Voted ---- Yes
                                                                  Voted ---- Yes
Commissioner Ladner
                                         Commissioner Williams
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21. Commissioner Moon made the motion to approve expending up to \$400,000.00 and the approval of a Peter Mayer proposal to begin Diversity Equity and Inclusion advertising development. Seconded by Commissioner Marsh. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

22. Commissioner Hansen made the motion to approve a Signature Event Sponsorship for Billfish Classic in the amount of \$20,000 as presented. Seconded by Commissioner Holmes. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

23. Commissioner Hansen made the motion to approve a Signature Event Sponsorship Agreement for Southern Gaming Summit as presented. Seconded by Commissioner Holmes. President Shoultz called the question, with the following results:

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

24. Commissioner Hansen made the motion to approve the Peter Mayer Incentive Pay Agreement for FY22 as presented. Seconded by Commissioner Holmes. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

25. Commissioner Holmes made the motion to approve the MMGY Q2 Paid Social Media Plan as presented. Seconded by Commissioner Avery, Jr. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

26. Commissioner Moon made the motion to approve the Expedia State Co-Op Spring 2022 Insertion Order as presented. Seconded by Commissioner Ladner. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

27. Commissioner Moon made the motion to approve the Good Grint Magazine Advertorial Proposal in the amount of \$9,995.00. Seconded by Commissioner Marsh. President Shoultz called the question, with the following results:

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

28. Commissioner Ladner made the motion to approve the Signature Event Rapiscan Revised Proposal for \$50,000.00. Seconded by Commissioner Hansen. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

- 29. Coastal Mississippi legal counsel, Hugh Keating, gave report on the following items:
- 30. Commissioner McMurphy made the motion to approve the Cross-over Marketing, LLC Master Services Agreement. Seconded by Commissioner Holmes. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

31.Commissioner Hansen made the motion to approve the Stage Cleaning Services, LLC Janitorial Services Agreement. Seconded by Commissioner Ladner. President Shoultz called the question, with the following results:

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

32.Commissioner McMurphy made the motion to approve the Cross-over Marketing, LLC Master Services Agreement. Seconded by Commissioner Holmes. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

33. Commissioner Moon made the motion to approve the AGJ Contract for IT Support Agreement subject to legal counsel and president agreeing to language regarding limitation of liability. Seconded by Commissioner McMurphy. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

Old Business: None. No Action

#### **New Business:**

34. Commissioner Holmes made the motion to allocate \$10,000 in the administrative business development line item and for to authorize staff and incoming executive director to plan and implement a welcome reception when she wants it in the Coastal Mississippi office. Seconded by Commissioner Avery, Jr. President Shoultz called the question, with the following results:

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

35. Commissioner Holmes made the motion to ratify and approve the employment agreement for the director of sales. Seconded by Commissioner Moon. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

36. Commissioner David made the motion to ratify and approve the employment agreement for the executive director. Seconded by Commissioner Hansen. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted January 25, 2022.

37. Commissioner Hansen made the motion to adjourn the meeting at 5:00pm. Seconded by Commissioner Moon. President Shoultz called the question, with the following results:

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

#### PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold its Monthly Board meeting for the purposes of the following:

# MOVED From Thursday, 27<sup>th</sup> to **Tuesday, January 25, 2022**

3:00pm-5:00pm

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

#### Master Services Agreement Between Coastal Mississippi and Cross Over Marketing, LLC.

This MASTER SERVICES AGREEMENT (the "Agreement") is entered on this 1st day of February, 2022 (the "Effective Date") by and between Cross Over Marketing, LLC, a Texas limited liability company ("Cross Over") and the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi destination marketing organization representing the coastal communities of Mississippi for tourism and economic development initiatives, (herein "Coastal Mississippi"). Cross Over and Coastal Mississippi may sometimes herein be referred to, collectively, as the "Parties" and individually as a "Party."

#### **BACKGROUND**

Whereas, Cross Over is a partnership marketing agency that holds the marketing relationships to a number of different brands, Destination Marketing Organizations (DMOs), sports, entertainment and travel related partners; and

Whereas, Coastal Mississippi is a destination marketing organization representing twelve Mississippi coastal communities along the Gulf of Mexico, for tourism and economic development initiatives.

Whereas, the Parties believe there are opportunities to create mutually beneficial arrangements between Cross Over services, clients and their marketing partners, with COASTAL MISSISSIPPI, for potential marketing partnerships for co-promotions, media spends, and other marketing programs for mutual benefit; and

**Now, Therefore,** in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement shall commence on February 1, 2022, and continue through the completion of the program as described in Exhibit A attached hereto and incorporated herein by reference.
  - a. <u>Renewal</u>. Any renewals under this Agreement, whether to the Agreement itself or any associated individual exhibits/partnership projects, shall be mutually agreed to by the parties.
  - b. <u>Termination</u>. In addition to all rights and remedies available under the law and this Agreement, each Party shall have the right but not the obligation, to terminate the Agreement if the other Party breaches any provision of this Agreement and such breach is not cured within thirty (30) days after notice for a payment breach and thirty (30) days after notice for any other breach. If the agreement is terminated at any time, Cross Over and/or Coastal Mississippi will pay in full any unpaid invoices due to the other party within 30 days provided that such invoices are not applicable to the subject matter of a breach.
- 2. Marketing/Partnership Programs. During the Term, provided that the Parties fulfill all of their obligations, including, but not limited to, payment obligations and fulfillment of deliverable assets, the Parties will receive the benefits and partnership programs described on the Exhibits attached to this Agreement and made a part hereof (the "Programs").

During the Term, if Cross Over or Coastal Mississippi wishes to modify a Program, they must notify the other party in writing and provide reasons for the modification.

- 3. <u>Payments</u>. Payment terms and programs created by Cross Over for the benefit of Coastal Mississippi are set forth in Exhibit A.
- 4. <u>Invoicing:</u> Charges plus all applicable taxes ("Charges"), will be billed as indicated in the individual Exhibit Programs. Each invoice hereunder is due and payable upon receipt, but not later than forty-five (45) days after its invoice date.

Cross Over Marketing

Billing Information

Cross Over Marketing, LLC

Attn: Rob Blair

Rob.Blair@crossovermkt.com

Coastal Mississippi

Pam Tomasovsky

Billing

2350 Beach Blvd.

Suite A

730 Salada Drive Prosper, TX 75078

5. Indemnification by Cross Over. To the extent permitted by law, Cross Over will indemnify, defend and hold harmless Coastal Mississippi and its parent and affiliate entities (and their respective officers, directors, employees, representatives and agents) (each, a "Coastal Mississippi Indemnitee") from all third party claims, damages, causes of action, judgments and expenses (including reasonable attorneys' fees, court costs and other expenses) for the injury or death of any person or damage to property brought against or incurred by any Coastal Mississippi Indemnitee to the extent resulting from (i) any assertion or allegation that any portion of the transaction contemplated by this Agreement are contrary law, (ii) the gross negligence or willful misconduct of Cross Over, its officers, employees, agents, invitees, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement, and (iii) any use of the Cross Over or Cross Over Partner trademarks or other intellectual property as contemplated herein and as approved by Cross Over. Termination or expiration of this Agreement shall not affect the continuing obligation of Cross Over's indemnification obligations, which shall survive indefinitely.

Biloxi, MS 39531

6. Indemnification by Coastal Mississippi. To the extent permitted by law, Coastal Mississippi will indemnify, defend and hold harmless Cross Over, its parent and affiliates entities (and their respective officers, directors, employees, representatives and agents) (each, a "Cross Over Indemnitee") from all third party claims, damages, causes of action, judgments, and expenses (including reasonable attorney's fees, court costs and other expenses) brought against or incurred by any Cross Over Indemnitee to the extent resulting from: (i) the gross negligence or willful misconduct of Coastal Mississippi, its officers, employees, agents, invitees, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement, and (ii) any use of the Coastal Mississippi trademarks or other intellectual property as contemplated herein and as approved by Coastal Mississippi. Termination or expiration of this Agreement shall not affect the continuing

obligation of Provider's indemnification obligations, which shall survive indefinitely.

- 7. <u>Compliance</u>. Each Party will comply with all federal, state and local laws applicable to that Party in performance under this Agreement.
- 8. <u>Dispute Resolution.</u> The parties agree to submit any and all disputes to mediation, with the mediator to be selected upon mutual written consent of the parties. In the event mediation is unsuccessful, the parties agree to submit the dispute to the state court of competent jurisdiction located in Harrison County, Mississippi. Further, the parties agree that the prevailing party in any litigation shall be entitled to recover reasonable attorney fees, costs and expenses to be determined by the Court.

#### 9. Representations and Warranties.

- (a) Coastal Mississippi represents and warrants that Coastal Mississippi has all rights necessary to enter into and to perform its obligations under this Agreement.
- (b) Cross Over represents and warrants that Cross Over has all rights necessary to enter into and to perform its obligations under this Agreement.

#### 10. Miscellaneous.

- a. <u>Notices</u>. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) (c) sent by certified mail, return receipt requested when received by the addressee; (d) sent by overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (e) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee.
- b. <u>Assignment</u>. Neither Party shall have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- c. <u>Relationship of Parties</u>. Cross Over and Coastal Mississippi are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.
- d. Governing Law. This Agreement shall be construed, interpreted and enforced under the laws of the State of Mississippi without regard to its principles of conflict or choice of laws.
- e. <u>Interpretation</u>. The Parties have participated jointly in the negotiation and drafting of

his Agreement. In the event of ambiguity, a question of intent or interpretation by Coastal Mississippi regarding this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will Coastal Mississippi favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement may be executed in counterparts by

facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document,

e. <u>Testimonials</u>. The Parties agree to make testimonials available, related to the Programs listed in the following Exhibits. Testimonials are defined as both Parties providing text comments/quotes, should they be requested in order to highlight the success of the program.

#### 11. Force Majeure.

Notwithstanding anything herein contained to the contrary, Cross Over and Coastal Mississippi both acknowledge that either shall be excused from its obligations under this Agreement if its performance is prevented by any matter beyond its reasonable control, such as, by way of example and not limitation, acts of terrorism, government actions, inclement weather, pandemics or acts of God.

Each party represents and warrants that the person whose signature appears below for each Party is duly authorized to execute this Agreement and legal bind that Party under this Agreement. Each Party further represents and warrants to the other Party that any person employed by that Party and acting with apparent authority for that Party in connection with this Agreement both before and after it is fully executed is duly authorized by that Party to do so and bind that Party irrespective of whether that person is the person who executed this Agreement for that Party. Each Party further agrees that any defense of non-authority by such person (or any similar defense) which that Party might raise in connection with this Agreement is hereby waived by that Party.

#### ACCEPTED AND AGREED AS OF THE ABOVE DATE:

FRED STECK
FOUNDER
CROSS OVER MARKETING, LLC
730 SALADA DR
PROSPER, TX 75078

Brooke Shoultz 2350 Beach Blvd. Suite A Biloxi, MS 39531

By:

Fred Steck, Founder

1-13-2022

Date

By:

Brooke Shoultz, Board Preside

D-1-

#### EXHIBIT A

#### The Golden Flake® Pork Rinds Great Southern Road Trip Sweepstakes

The following exhibit includes the details of the strategic alliance between Utz Quality Foods, LLC and five total TBD Southeastern destinations, of which Coastal Mississippi is one of, as created by Cross Over Marketing and referenced in the MSA between Cross Over Marketing, LLC. and Coastal Mississippi. The program outlined here is exclusively for the Golden Flake Pork Rinds Southern Road Trip Sweepstakes with anticipated run dates of April 1 – May 31, 2022.

Cross Over Marketing will oversee the deliverables of the participating five (5) destinations, that include: Coastal Mississippi.

### <u>Coastal Mississippi to provide to Cross Over Marketing as part of the consideration under this</u> Agreement:

- One (1) road trip destination getaway from each participating destination that includes:
   Single room, Double occupancy accommodations
  - Single room accommodations for two (2)
    - Two (2) nights, three (3) days
- Tickets for two (2) to a TBD experiences/area attractions
- o \$100 dining credit for one (1) dinner
- o \$100 travel card
- Include access for Golden Flake image and likeness, to destination's social and digital communication (minimum of five (5) total posts during eight-week promotional period), to be used for the promotion of the Road Trip Sweepstakes.
- o Inclusion in a minimum of two (2) email blasts to Coastal Mississippi's email data base/newsletter recipients.
- Access to Coastal Mississippi's logo and images for use in the retail POS and other sweepstakes related creative items, including the entry page.
- ARV will be approx. \$1600 per destination (subject to change)

#### Cross Over will also manage and create the following for the sweepstakes:

- Hosting and creating the entry page with a URL for entry.
- Rules and regulations and all legal for prizing and registration in all participating states
- Bonding and Registration
- Manage all entries, selection of winners and the opt in information received from all entries
- Prize Fulfillment and distribution
- Make all opted in data received through the giveaway available to all parties

#### Utz' Golden Flake brand would provide (for the eight weeks of the program)

- Grant DMO access to Golden Flake Logo, images/likeness in support of the partnership, to be used in social, digital support of the sweepstakes by any travel partner.
- Creative for knockout box displays, social and digital images, incorporating QR code on all printed creative with a direct link to entry page (Cross Over will provide QR code to Utz)
- Distribution of all POS to retail
- Make any creative for the sweepstakes available to all program partners through Cross Over

- Access to all controlled social and digital channels to promote the sweepstakes ( including but not limited to FB, Twitter, Instagram, home page or similar with image and link to the entry page, email data base, newsletter data base and/or inclusion in the newsletter).
- Golden Flake product for the Grand Prizes winners (5) and the second-place winners (5).

#### Payment and terms:

- Coastal Mississippi will pay Cross Over Marketing fifteen thousand dollars, net (\$15,000 net), to the attention and address listed in the MSA (or through electronic methods), for the creation, execution, management, and operations of Golden Flake Great Southern Road Trip Sweepstakes.
- Payment terms: Payment due forty-five (45) days from date of invoice.

#### ACCEPTED AND AGREED AS OF THE ABOVE DATE:

FRED STECK CROSS OVER MARKETING, LLC **OWNER** 730 SALADA DR PROSPER, TX 75078

Brooke Shoultz Coastal Mississippi 2350 Beach Blvd. Suite A Biloxi, MS 39531

By:

1-13-2022

Date

Bv:

Brooke Shoultz, Board President





#### **Terms and Conditions**

- 1. Travelscape, LLC (doing business as "Expedia Group Media Solutions") is the provider of advertising services under this Insertion Order.
- 2. The parties agree that the recipient of the services provided by Expedia Group Media Solutions is the entity specified in the "Customer/Bill To" field in this Insertion Order.
- 3. If the recipient of the services is established or resident in Australia, the Insertion Order may only be executed if the customer is registered for Good and Services Tax (GST).
- 4. In the event that this Insertion Order is executed by a network or an advertising agency, then the terms and conditions of the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, shall apply and be incorporated herein: <a href="https://advertising.expedia.com/tools/termsconditions/">https://advertising.expedia.com/tools/termsconditions/</a>, Section 1. c) shall now read as "Revisions to Accepted IOs will be made in writing."
- In the event that this Insertion Order is executed by an advertiser, then the Direct Advertiser Standard Terms and Conditions at <a href="https://advertising.expedia.com/tools/termsconditions/">https://advertising.expedia.com/tools/termsconditions/</a> shall apply. Such terms are based upon the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0. Section 1. c) shall now read as "Revisions to Accepted IOs will be made in writing."
- 6. In the event that this Insertion Order includes TravelAds, the terms and conditions found here https://advertising.expedia.com/tools/termsconditions/ are incorporated and accepted herein
- 7. In the event of any conflict between the terms of this insertion order and the Standard Terms and Conditions incorporated by reference herein, as applicable, the terms of this insertion order shall apply.
- 8. All IOs executed in North America, Central America, South America and the Asia-Pacific (APAC) Region will be governed by the laws of the State of Washington. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Washington Courts, and the parties' consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- 9. All IOs executed in EMEA (Europe, Middle East and Africa) Region will be governed by the laws of England and Wales. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in English Courts, and the parties' consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- 10. A signed insertion order secures your impressions on a first come, first served basis. Actual availability is subject to change,
- Complete technical specifications are available on request.
- Emails are sold by quantity sent, not by impressions.
- All creative units link within the Expedia Marketplace unless otherwise noted.
- 14. Payment by Marketing Funds: Any amounts owed by Advertiser to Expedia Group Media Solutions for media placement approved by Expedia may be credited against any available marketing fund provided pursuant to a separate agreement between Advertiser and Expedia Group Media Solutions or its Affiliates ("Marketing Fund"). Advertising placed by an Agency on behalf of an Advertiser shall not qualify for credit against any Marketing Fund. Any remaining amounts shall be invoiced to Advertiser paid as provided in this Insertion Order and/or the applicable standard terms and conditions.
- 15. Pixel Placement. If Advertiser or Agency is permitted to collect any information from users of any website of Media Company through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Advertiser shall provide Media Company with prior written notice of all information collected by the Advertiser Tag, (b) Advertiser shall not, without Media Company's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the Ads under this IO including but not limited to the delivery of ads for third parties; or (ii) share any information collected through the Advertiser Tags with any third party, and (c) Media Company may remove Advertiser Tags at any time in its sole discretion.
- 16. Payments shall be paid to Expedia Group Media Solutions in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees, levy or withholdings of any kind required by applicable law. In the event that the Advertiser is required to make such a deduction or withholding, in no event shall the amount paid to Expedia Group Media Solutions in connection with this Agreement be less than the amounts that Expedia Group Media Solutions would have received absent such deduction or withholding.
- 17. Transaction Taxes. All amounts payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes. Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Agreement shall in each case be paid by Advertiser to Publisher or to the Governmental Authorities as required by applicable law, unless Advertiser provides Publisher any and all documents required by applicable law to qualify for an exception or exemption from the imposition of Transaction Taxes (e.g., exemption extricted by law, Publisher, in its sole discretion, shall invoice Advertiser for any Transaction Taxes payable to Publisher and may elect to invoice Advertiser for such Transaction Taxes subsequent to the performance of services.
- 18. Except for recipients established or receiving services in the United States, the recipient of the services should confirm if they are registered for Transaction Taxes in the country where they are established or registered (or the country from which they are receiving these services) in advance of executing the Insertion Order.
- 19. Except for recipients purchasing services in the United States, if the recipient is established or resident in Australia or New Zealand, the Insertion Order may only be executed if the recipient of the services is registered for Value Added Tax ("VAT") or Good and Services Tax ("GST") in the country where it is purchasing the services.

Customer	Expedia Group Media Solutions
By (Signature)	By (Signature)
Name (Print)	Name ( <i>Print</i> )
President	
1711è 1-75-77	Title
Date	Date





#### media solutions

Contract Based Billing Terms Defined					
Direct Pre Bill	Customer to be billed for the full IO net value in the first month of the campaign. Delivery will not impact invoice amounts.				
Direct Post Bill	Customer to be billed for the full IO net value in the last month of the campaign. The campaign cannot extend longer than the 3 months. Delivery will not impact invoice amounts.				
Marketing Fund	The full IO net value will be deducted from the Customer's Marketing Fund account. Delivery will not impact invoice amounts. Customer will not receive any invoice for the campaign.				

#### CO-OF ADVERTISING INSERTION ORDER

Controlling	Impression I	Measurement
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Expedia Google Ad Manager (GAM) or Other 3rd Party System

#### Recipient of the Services and Party Responsible for Payment Billing Contact Name Pam Tomasovsky Billing Entity Name Mississippi Gulf Coast Convention & Visitors Bureau Legal Entity Name Customer/Bill To Advertiser Tax ID/Business Number Street 2350 Beach Blvd Suite A Biloxi State/Province Mississippi **UNITED STATES** Zip/Postal Code 39531 ptomasovsky@coastalmississippi.com Additional Emails Phone (228) 896-6699 Billing Terms Direct Pre Bill Due Net 30 Days

#### **Invoice Notes**

'State of Washington' and 'Washington Courts' shall be amended to 'State of Mississippi' and 'Mississippi Courts' respectively

#### **Special Campaign Implementation Instructions**





Campaign Information Campaign Name Mississippi Feb-April 2022 Co-Op -Mississippi Gulf Coast Convention & Visitors Bureau 10# 285308-2862481901 IO Date 10/27/21 Oracle ID# 2756170 Bill to Advertiser Currency USD Expedia Contact Mary Elizabeth Mosby Account Executive Phone Fax mamosby@expediagroup.com

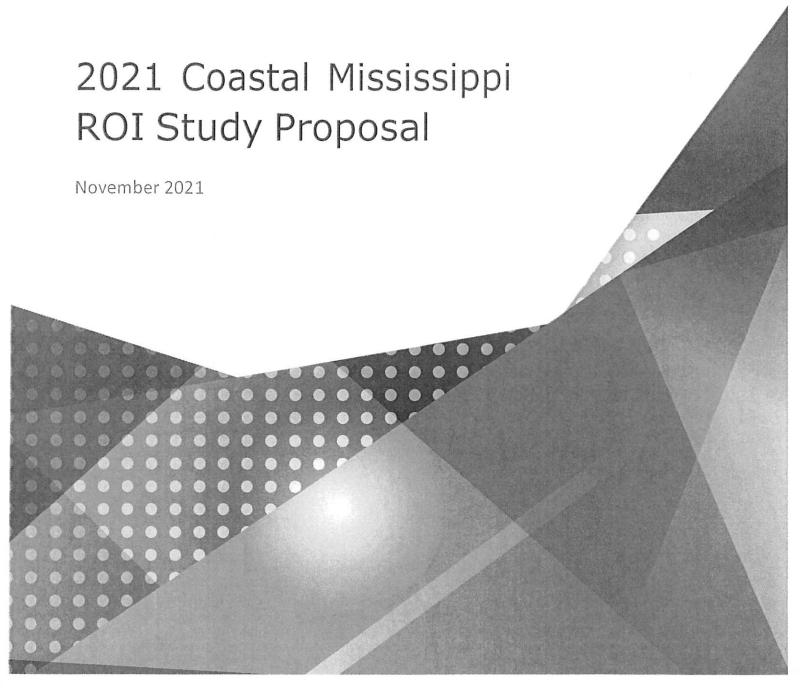
Advertiser Contact Information Mississippi Gulf Coast Convention & Advertiser Visitors Bureau Contact Name Pam Tomasovsky Interim Executive Director 2350 Beach Blvd Suite A Address Biloxi Mississippi 39531 UNITED STATES Email ptomasovsky@coastalmississippi.com Phone (228) 896-6699 Fax

Agency Contact	Information	
Agency		
Contact Name Title		
Address		
Email		
Email Phone Fax		

Overview		
	Gross Value	Net Value
Totals	\$10,000.00	\$10,000

Product	Start Date	MM/DD/YY	End Date MM/DD/YY	Gross Amount	Net Amount
F	eatured	02/01/22	04/30/22	\$10,000.00	\$10,000





### Introduction

Coastal Mississippi is interested in measuring the effectiveness of their 2021 advertising campaign, as well as understanding the impact tourism advertising has on overall economic development factors. Longwoods recommends a full ROI study including Image and Halo Effect to accomplish these goals.

### Longwoods International

Longwoods International is a leading destination tourism market research partner that helps industry clients meet their objectives through our exceptional team, best-in-class strategic partners, groundbreaking research, thought-leading insights and excellent counsel and service.

Established in 1978 as a market research consultancy, Longwoods has grown into a respected leader within the travel and tourism industry. With its headquarters in Columbus, OH, Longwoods International also has offices in Orlando, Atlanta, Wisconsin, and Toronto. Longwoods conducts strategic market research for public- and private-sector clients, primarily in the United States and North America. Upon its founding, Dr. Siegel made his mission simple; develop and execute the most credible, accurate, quality tools and experiences for all aspects of travel marketing research needs. The depth and breadth of travel industry experience in Longwoods leadership is further strengthened by President and CEO Amir Eylon, a seasoned veteran of the travel and tourism industry with over 30 years of experience.

The cornerstone for most market research companies is data collection, be it through online surveys, focus groups, and one-on-one interviews. Longwoods, on the other hand, is an added-value consultancy that is independent of fieldwork. We work with major multinational firms to collect the highest quality data using the most appropriate methodology available. We then apply our expertise to move beyond numbers to strategic insight that helps guide clients' marketplace success. Longwoods has developed a science-based, peer-reviewed methodology for measurement. Soundly grounded in scientific principles, our research methodologies have been peer-reviewed, intensely scrutinized by legislators and the media, and critically evaluated by academics and economists.

Longwoods is known for a multitude of destination marketing services, especially:

- Overnight and day visitor profiles, including visitor volumes and expenditures, through Travel USA®, the largest American domestic travel study, begun in 1990.
- Destination advertising awareness, return-on-investment on advertising campaigns, and measuring the impact of advertising on a destination's overall image as a leisure trip across over 40 specific attributes.
- "Halo Effect" of destination advertising on the wider field of economic development.
- Resident sentiment research, which investigates both practical and emerging/growing concerns among residents in a destination, including topics such as economic development, perceived environmental impacts, overtourism, and quality of life.
- Custom research.

### ROI/Image/Halo Effect Study

### **ROI/Advertising Effectiveness**

Longwoods' unique, award-winning method - Longwoods R.O.EYE™ - estimates the incremental impact of communications programs on sales. It has been adopted by leading marketers to evaluate campaigns across North America, and has been fielded in Japan, China, South America, Europe, and the U.K. Our methodology has undergone intense scrutiny and won a number of awards for best practices from our peers due to the credible, defensible nature of our findings and insights.

The purpose of ROI portion of this study is to accomplish the following:

- Evaluate the success of Coastal Mississippi's marketing promotion.
- Determine the return on investment (ROI) for Coastal Mississippi's travel advertising, both in revenue from additional trips and taxes collected.

The ROI/Advertising Effectiveness piece of this research will evaluate the success of Coastal Mississippi's marketing promotion (such as broadcast, print, digital, and social media efforts) in selected markets. Our goal is to measure the effectiveness of the campaign to understand whether the advertising is:

- Increasing interest in visiting Coastal Mississippi.
- Driving actual visitation and generating a positive return on investment.

The research we propose will also provide guidance on how well elements of the campaign are working, including messaging and media mix, to help optimize future marketing programs.

Our accountability and advertising evaluation research consists of a benchmark survey to determine:

- Awareness/recall of Coastal Mississippi advertising.
- Short term impact on trips to Coastal Mississippi in the year of the campaign.

Specific deliverables from the research would include:

- Awareness of Coastal Mississippi's advertising in total and by medium.
- Impact of Coastal Mississippi's advertising on both trips to Coastal Mississippi during the ad campaign and future trips planned to Coastal Mississippi because of the campaign.

Regarding the ROI piece of this project, by projecting results to the population of the advertising markets, we will provide estimates of:

- The percent of people in your advertising markets aware of the advertising.
- The number of incremental trips taken to Coastal Mississippi as a result of advertising in the period from the start of the campaign to the time of the survey.

Our estimate of advertising impacts is conservative since we back out trips that those aware of the advertising would have taken even if they had not seen it.

Estimates of the incremental impact in terms of visitor spending will be calculated by applying visitor spending data from Travel USA°. Other incremental economic impacts, including taxes, can also be estimated based on work from Tourism Economics. The cost of the campaign is then related to the taxes generated to estimate the return on the marketing investment.

Please note that in addition to providing an overall ROI, Longwoods can also develop ROIs for two subgroups, such as drive vs fly markets or established vs new markets, for no additional cost.

### Image Research

Longwoods Image Research takes a different approach: one that recognizes emotional engagement as one of the critical drivers of consumer choice.

With an award-winning methodology rooted in the science of experimental psychology, Longwoods image research uncovers the hot buttons — often sub-conscious and usually emotional - that are the true drivers of consumer preferences and purchase behavior. Our research has demonstrated that creative which pushes the right emotional hot buttons can be over 100 times more effective in terms of ROI than creative which misses the emotional mark.

In our Image Research, we will compare Coastal Mississippi with up to five competitors of your choosing to determine how your destination measures with each primary and secondary driver that we know that motivates travelers while making trip selections.

With Longwoods Image Research you will:

- Discover the hot buttons, both rational and emotional, that motivate consumers in your market.
- Determine Coastal Mississippi's strengths and weaknesses compared to your competition.
- Leverage these insights to create powerful brand messages that are in line with the priorities of consumers.

The image data gathered in this study will help keep Coastal Mississippi abreast of competitive dynamics in an ever-changing marketplace and thereby provide insights to help to fine-tune its marketing strategies and messaging.

The study will specifically profile:

- The key travel motivators for Coastal Mississippi's advertised markets.
- The image of Coastal Mississippi in the areas that are important to travelers.
- Coastal Mississippi's image strengths and weaknesses versus competitors.
- Coastal Mississippi's image versus its product delivery, as inferred from the image ratings of respondents who have visited Coastal Mississippi.

Interest in visiting Coastal Mississippi vs. competitors.

These image attributes included in the 2017 Image study, which could also be used in this project:

A vacation there is a real adventure

An exciting place

Good place to relax/escape from hectic

life

Safe in tourist areas

A place I would feel welcome

A fun place for a vacation

Good place for families to visit

Children would especially enjoy this

place

Good for an adult vacation

Good for couples

A place where I would feel comfortable

Provides a unique vacation experience

A place everyone should visit at least

once

A place I'd really enjoy visiting

Not too far away to consider for a

vacation

Just the right distance for a weekend

getaway

Easy to get to

**Excellent climate overall** 

A good contrast of seasons

Truly beautiful scenery

Unique scenery unlike anywhere else

Natural, unspoiled scenic beauty

Affordable to get to

Excellent vacation value for the money

Offers a variety of dining options

Great place to experience fine dining

Affordable to eat there

First-class hotels/resorts

Affordable accommodations

**Excellent fishing** 

Good for viewing wildlife/birds

**Great for golfers** 

Great for motorcycle touring

**Great spectator sports venues** 

Great for outdoor adventure sports such

as kayaking, canoeing, and hiking

Great for exploring nature

Interesting cities and towns

Beautiful gardens and parks

Lots of things to see and do

**Great shopping** 

Exciting nightlife/entertainment/shows

Excellent museums/galleries

Great live music

Interesting festivals/fairs/events

Great for sightseeing

Is an interesting place

Well-known landmarks

Interesting historic sites

Warm, friendly people

Well-known destination

Popular with vacationers

I often notice advertising for this place

#### Halo Effect

This study will also include a Halo Effect measurement component. It has long been suspected that tourism advertising and visitation has a role in every aspect of economic development, but destination marketers have not had data quantifying that impact-until now. In the past few years, Longwoods has developed new research to quantify the impact of tourism advertising and visitation on economic development for any destination.

The Halo Effect study will demonstrate the expansive role a destination's tourism advertising and visitation plays in boosting the image of that destination for all major economic development objectives, including image as a place to live, to start a business, to start a career, to attend college, to purchase a vacation home, and to retire.

The purpose of the specific research component proposed here is to provide information that will be useful in supporting Coastal Mississippi's position as a key proponent of the Coastal Mississippi "brand".

The method is straightforward-we add several image rating statements to the survey covering the economic development objectives listed above, then analyze the impacts of advertising recall, recent visitation and the combination of ad awareness plus visitation on your image in these areas.

#### Methodology

This research will be conducted by online panel among a statistically representative sample of American adults in Coastal Mississippi's key advertising markets. The sample size would be 1,400 completions. Longwoods will work with the Coastal Mississippi to decide on market selection and sub-group size for analysis purposes.

The 25-minute survey will determine:

Awareness of the 2021 Coastal Mississippi advertising campaign

CONTRACTOR OF THE PROPERTY OF

- Short-term conversion, e.g., trips taken as a direct result of the advertising during and immediately following the campaign
- Intentions to visit in the future
- Image of Coastal Mississippi and five competitors on various attributes (up to 50+ attributes).
- Economic development image measures (Halo Effect).

Awareness of the advertising is determined by providing respondents with copies of actual advertisements (e.g., MP4's of TV commercials, MP3's of radio ads, jpegs of print and other stationary ads} for recognition purposes. This forced-exposure method controls for potential confusion between the advertising sponsored by Coastal Mississippi and that sponsored by private sector advertisers. For costing purposes related to survey length, we assume that there are no more than 20 distinct advertisements to be tested.

By projecting survey results to the population of the advertising markets, we provide estimates of:

- The number of people in the Coastal Mississippi advertising markets aware of the advertising
- The number of incremental day and overnight trips taken to Coastal Mississippi in the period of the campaign (and shortly afterwards) and planned for the following year because of the advertising

The Longwoods estimate of advertising impacts is conservative since we back out trips that those aware of the advertising would have taken even if they had not seen it.

Estimates of the incremental impact in terms of visitor spending can be calculated by applying visitor spending data from Travel USA®. Other incremental economic impacts, including taxes, can also be estimated assuming you have access to an economic impact model or if a study of the economic impact of tourism has recently been undertaken by a reputable economist. Your economic impact data may include this information. The cost of the campaign is then related to the taxes generated to estimate return on the marketing investment.

#### Cost

The cost for this study is \$90,000. These costs include all aspects of study design, fieldwork, analysis, and reporting.

The cost for the ROI/Advertising Effectiveness study alone, excluding the Image Study and Halo Effect, is \$60,000.

#### Deliverables

The deliverables of the study are:

- A report providing charts summarizing the data in each area described above, with conclusions and recommendations for future direction
- A webinar presentation of results

#### Timing

Longwoods will begin this project the first week of February 2022, as along as the agreement is signed by January 26, 2022. This is generally the typical fielding date for 2021 campaigns to maximize the capture of incremental trips attributable to the advertising.

The report will be delivered six to nine working weeks after the survey exits the field.

### Signature Page

THIS AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of January 25, 2022 (the "Effective Date), by and between Coastal Mississippi, having an address at 2350 Beach, Blvd Suite A, Biloxi, MS 39531, and Longwoods International, "Longwoods", having an address at 4030 Easton Station, Suite 300, Columbus, OH 43219.

Please indicate the study selected:	
\$90,000 - ROI/Advertising Effectiv	eness, Image Research, and Halo Effect
X\$60,000 - ROI/Advertising Effecti	veness only
Upon signing this agreement Coastal Missis accordance with the following schedule:	ssippi will be required to pay to Longwoods in
<ul><li>Half within 30 days of the agreemer</li><li>Half upon delivery of the report</li></ul>	nt signature
Coastal Mississippi shall pay the invoice in function due 30 days or more shall be subject to a find prices and project schedule in this agreemed agreement is signed after that date, the predaccordingly.	nancing charge of 1 ½ % per month. The ent are valid through January 26, 2022. If the
IN WITNESS WHEREOF, the parties have sig and the persons signing represent that they Agreement on behalf of the respective part	
Coastal Mississippi  By: Device State of the Coastal Mississippi  Printed Name:	By:
Title:	Title: President & CEO
Date:	Date:January 26, 2022

#### PERFORMANCE INCENTIVE ADDENDUM

WHEREAS, the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "Coastal Mississippi") and Peter A. Mayer Advertising, Inc. (herein "Agency") entered into that certain Agency Services Agreement (Agreement) effective October 1, 2021; and,

WHEREAS, the Agreement provides for the inclusion of a performance incentive addendum to be included in the Statement of Work attached as Exhibit A to the Agreement.

WHEREAS, the performance incentive provision has been previously authorized and approved in prior years of the Agreement not to exceed the sum of \$100,000.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, the parties hereto acknowledge, ratify and agree that the performance incentive goals attached hereto as Schedule No. 1 are based on the following: (1) as relates to the category of "Rooms Sold", the annual averages covering the years 2018 through 2021, excluding the anomaly of the year 2020, and (2) as relates to "Unique Web Visits", the base line year of 2018. Further, the parties acknowledge, ratify and agree that in the event **all** of the goals set forth herein are reached or exceeded, Peter A. Mayer Advertising, Inc. shall be entitled to receive a performance incentive payment in an amount of \$100,000. Further, the goals set forth in Schedule No. 1 attached hereto shall be and hereby are incorporated into the Agreement commencing on the effective date thereof.

Witness the signatures of the parties, this the \_\_\_\_\_day of January, 2022.

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

BY: Dule And

TITLE: President Boardot Com

PETER A. MAYER ADVERTISING, INC.

TITIE. \/P AC

### PETER MAYER PERFORMANCE INCENTIVE FY22

Incremental economic impact								\$87,967,594 Based on additional travel parties @\$523
Estimated # of additional travel parties								168,198 Increase over 3 yr avg & based on 2.6 nights avg
Economic Impact:								
	100%			2,240,301				
Unique web visits***	25%	2,071,186	1,561,187	1,240,981	1,558,408	5,190,781	1,730,260	2,000,000 Goal to return to FY18 level
				2,883,688				
Rooms sold (DEMAND)**	75%	3,244,419	3,343,460		3,790,249	10,378,128	3,459,376	3,896,691 Goal is 3% increase over FY21
		Actual <u>FY18</u>	FY19	<u>FY20*</u>	<u>FY21</u>	3 yr <u>Total</u>	3 yr <u>AVG</u>	<u>Goal</u>

<sup>\*</sup>FY20 excluded from 3-yr avg

<sup>\*\*</sup>From STR reports (excl. Casino rooms); response avg 46%

<sup>\*\*\*</sup>Google Analytics-available monthly



Sponsor/Exhibitor
Application & Contract

## Mississippi Gaming & Hospitality Association's Southern Gaming Summit 2022

May 3-6, 2022 • Mississippi Gulf Coast (Beau Rivage)

Exhi	biting/ Sponsoring Company: Coastal Mississi	ippi
Con	tact: Karen Conner	Title: <u>Director of Marketing</u>
Add	ress: <u>PO Box 8005</u>	
City	/State/Zip: Biloxi, MS 39535	
Phor	ne (w) <u>228-896-6699</u>	(m) <u>251-232-4425</u>
Ema	il Address: <u>karen@coastalmississippi.</u>	com Website: www.coastalmississippi.com
MGHA's S Description Rate:	Southern Gaming Summit 2022 Sponson of Sponsorship: EXC "A Taste of Coast \$10,000	orship Commitment al Mississippi" (note if description is attached)
MGHA's S Exhibitor/S	Southern Gaming Summit 2022 Exhibit Sponsor Booth Size/Location:	tor/Sponsor Commitment
Exhibits a	llowed in room during event on 5/4/22	2. Table in foyer all days 5/3/22-5/6/22
Exhibitor/	Sponsor/:(sign)	(print)
Title:	RDMA	For MGHA's Southern Gaming Summit Executive Direct
PLEASE	MAKE ALL CHECKS PAYABLE IN US DO	LLARS TO:

Mississippi Gaming & Hospitality Association (SGS 2022)

Mail to:MGHA !PO Box 4566 1 Jackson !MS! 39296-4566

Questions - Contact (Jennifer Lee): 228-326-4082; Email inquiries to info@sgsummit.com



#### I agree to the terms and conditions

- 19. Damage to Property. Exhibitor/Sponsor is liable for any damage caused to building floors, walls or columns, or other damage to venue 's property and for any damage caused to another's property.
- 20. Resolution of Disputes. If there is a dispute or disagreement between two or more Exhibitor/Sponsors, MGHA's determination and interpretation of the rules and regulations governing SGS will be binding on each Exhibitor/Sponsor. MGHA will have full power in the matter of interpretation, amendment and enforcement of all rules and regulations of SGS, and any such amendments when made and brought to the notice of the Exhibitor/Sponsor will be and become part of this Contract as though duly incorporated herein. If a dispute or disagreement arises between Exhibitor/Sponsors concerning the allotment of permitted use of Exhibit/Sponsorship space or concerning interpretation of any of the rules or regulations set forth by MGHA, such dispute will be referred to the MGHA for review and interpretation, and Exhibitor/Sponsor will abide by said interpretation, which, if requested, will be in writing.
- 21, Force Majeure. MGHA will not be liable to Exhibitor/Sponsor and will not be required to perform its obligations hereunder, if the performance of this Contract is hindered, delayed, or prevented by any circumstances beyond the reasonable control of MGHA, including, but without limiting the generality of the foregoing; any strike, labor shortage, lockout, fire, explosion, act of God or the public enemy, war, terrorism, riot, interference by the military or governmental authorities , or compliance with the laws of or orders by the United States or with the, laws, regulations or orders of any relevant governmental authority and/or the venue in compliance therewith ("Force Majeure Event"). MGHA will give Exhibitor/Sponsor prompt notice of the occurrence of any such Force Majeure Event. If the show is cancelled or terminated because of a Force Majeure Event, then MGHA agrees to refund all payments made to MGHA and Exhibitor/Sponsor waives all claims the Exhibitor/Sponsor might have against MGHA for damages and expenses in connection with this Contract.
- 22. Miscellaneous. Exhibitor/Sponsor, agrees a material part of the consideration paid to MGHA for the services provided hereunder,

specifically covered in this Contract, will be subject to determination by MGHA in its solediscretion.

- 16. Failure to Comply With Contract. If Exhibitor/Sponsor breaches its obligations hereunder, then MGHA (i) may immediately terminate Exhibitor/Sponsor's rights to the Booth Space and Exhibitor/Sponsor's participation in SGS, (ii)terminate this Contract with Cause, and (iii) sell the sponsorship and/or space at public or private sale. In such event, Exhibitor/Sponsor will be liable for any deficiency, loss or damage suffered by MGHA. Exhibitor/Sponsor will pay reasonable costs and expenses of MGHA incurred as a result of the failure of Exhibitor/Sponsor to comply with the terms of this Contract, including reimbursement of MGHA's costs related to such failure.
- 17. Default in Occupancy. If Exhibitor/Sponsor fails to occupy the space prior to the time set forth in Section 5, then MGHA may waives and releases MGHA, its employees, agents, officers and directors, with respect to all matters for which MGHA has disclaimedliability pursuant to this Contract. Exhibitor/Sponsor has read and understood this Contract, understood them and agrees to be bound by their terms, and further agrees it is a complete and exclusive agreement between the parties with respect to its subject matter. The invalidity or unenforceability of any provision hereof will not affect, modify or Impair the validity or enforceability of all other provisions herein.
- 23. Choice of Law and Venue. All disputes arising from this Contract will be governed by and construed under Mississippi law, without regarding to conflict of law principles, and will be brought exclusively in a court of competent jurisdiction located in Harrison County, State of Mississippi.

#### Signature:

terminate this Contract with Cause. If the space is not occupied by the time set by MGHA, then the space may be resold or used by MGHA for

such purposes as MGHA may see fit.

signator or an officer of the company. Any fees paid are non-18. Canc refundable, any fees past due must be paid in full prior to cancellation becoming effective, and fees not yet due upon ellati on the cancellation becoming effective will not be due or owed. Polic y. Date: Any com pany wishi ng to canc el their parti cipat ion must do so in writi ng. Canc ellati on letter must be on com pany letter head and must be signe d by the origi

determinations with respect to the show such as movement of Booth Space or floor plan changes in its sole discretion. Any matters not

The parties hereto agree that, upon acceptance, the following terms and conditions will apply to this Application and Contract for Sponsorship and/or Exhibit/Sponsorship ("Contract"):

- Definitions. "MGHA" means Mississippi Gaming & Hospitality Association, its officers, employees or agents who may be designated. " Exhibitor/Sponsor" means the company submitting this Contract to MGHA as an application to participate in Southern Gaming Summit as an Exhibitor/Sponsor and such company's officers, agents or employees.
- 2. Deposit and Balance. Exhibitor/Sponsor will pay MGHA the total cost in the amount Indicated on the reverse of this Contract for the Exhibit/Sponsorship of which a deposit equal to 50% of fee if signed prior to March 1 (with balance due by April 1) or 100% of fee if signed on or after March 1 (collectively, the "Payment". A Payment is non-refundable, provided that if MGHA, in its sole discretion, exercises its right to terminate this Contract without Cause at any time, then MGHA will refund the Payment. "Cause" will mean (i) Exhibitor/Sponsor's failure to comply with the terms of this Contract, including a failure to pay any installment of the Payment prior to the applicable due date set forth in this Section 2 or (ii) Exhibitor/Sponsor's obligations set forth herein below or some other written format provided by MGHA or{iii} the occurrence of a Force Majeure Event.
- 3. Exhibitor/Sponsor'sSpace. During the hours designed by MGHA the Exhibitor/Sponsor will have the right to occupy the contracted booth space (if applicable), as indicated on the reverse of this Contract: "Booth Space". The Booth Space will have the dimensions indicated on the reverse of this Contract.
- 4. Subleasing. Exhibitor/Sponsor may not sublease Booth Space, or any part thereof, or otherwise grant rights to use the Booth Space to any person other than Exhibitor/Sponsor's own employees and/or agents.
- 5. Setup Hours. Exhibitor/Sponsor must install its exhibit at the Booth Space between the hours specified by MGHA. If Exhibitor/Sponsor has not set up and put an exhibit during the designated time, MGHA will have the right to assign the Booth Space to another party or make such other use of the space deemed necessary or appropriate.
- 6, Show Hours and Exhibit Removal. If Exhibitor/Sponsor has not removed all exhibit material from the Booth Space by the designated time then it will be deemed abandoned and MGHA may, in its sole disc; etion, remove and dispose of such material at Exhibitor/Sponsor's expense.
- Setup and dismantle hours and days are subject to change by MGHA in its sole discretion.
- 8. Restrictions on Exhibits. MGHA reserves the right to decline to permit Exhibitor/Sponsor to conduct and maintain an exhibit if, in the sole judgement of MGHA, Exhibitor/Sponsor, or its employees, consultants, representatives, agents, exhibit any material or items that causes disruption or a disturbance of SGS, reflects negatively on the show or MGHA, to be determined in MGHA's sole discretion. Exhibitor/Sponsor may not use loudspeakers, recording equipment, television sets and radios, or machinery without MGHA's prior written consent. MGHA may regulate the volume or use of any such item in Its sole discretion. Exhibitor/Sponsor may not exhibit, offer for sale, give as premium or advertise articles or other products unless manufactured or sold in Exhibitor/Sponsor's own name. MGHA may restrict the use or display of any article not manufactured or sold by Exhibitor/Sponsor. Booth Space asmay be set forth by MGHA.

- Food and Beverages. Exhibitor/Sponsor may not serve beverages or food during the Exhibit/Sponsorship or installation or removal hours without MGHA's prior written consent.
- 10. literature, Samples and Souvenirs. Exhibitor/Sponsor must confine its exhibit activities to the Booth Space and may not conduct any activities in the aisles or in booths other than the Booth Space, including distribution of literature, samples or other articles.
- 11. Ordinances, Laws, Local Regulations. Exhibitor/Sponsor will comply with all federal, state and local laws, regulations and ordinances and all Exhibit/Sponsorship hall rules.
- 12. Indemnity/Limitation of Liability. To the extent allowed by law, EXHIBITOR/SPONSOR WILL INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS THE VENUE (Beau Rivage Casino Resort), MGHA, EMPLOYEES AND AGENTS THEREOF (" RELEASED PARTIES") FROM AND AGAINST ALL LIABILITIES , OBLIGATIONS, LOSS, DAMAGE, CLAIM, COST, DEFICIENCY , DIMUNITION OF VALUE AND EXPENSE (INCLUDING COSTS OF INVESTIGATION AND DEFENSE, PENALTIES AND REASONABLE LEGAL FEES AND COSTS) FOR ANY DAMAGES OR CHARGES INCURRED BY MGHA RESULTING FROM EXHIBITOR/SPONSOR'S OCCUPANCY OR PARTICIPATION IN THE EXHIBIT/SPONSORSHIP INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH OR ANY PROPERTY DAMAGE SUSTAINED BY ANY PERSON, AND DAMAGE TO BUSINESS BY REASON OF OR RELATED TO USE OF AND/OR THE FAILURE TO PROVIDE EXHIBIT SPACE. RELEASED PARTIES DO NOT MAINTAJN INSURANCE COVERING THE EXHIBITOR/SPONSOR'S PROPERTY, AND IT IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR/SPONSOR TO OBTAIN SUCH INSURANCE. ALL PROPERTY BROUGHT BY THE EXHIBITOR/SPONSOR TO THE EXHIBIT/SPONSORSHIP IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR/SPONSOR AND RELEASED PARTIES HEREBY DISCLAIM ALL RESPONSIBILITY FOR SUCH PROPERTY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING INDEMNITY AND LIMITATION OF LIABILITY HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND ARE REFLECTED IN THE CHARGES APPLICABLE TO THIS CONTRACT. THE FURNISHING OF WATCHMEN OR OTHER SECURITY WILL NOT BE DEEMED TO AFFECT THE INDEMNIFICATION OR LIMITATION OFLIABILITY SET FORTH HEREIN.
- 13. Insurance. Exhibitor/Sponsor will provide by April 1, an original certificate of insurance showing liablilty insurance of not less than \$1,000,000 in effect during the dates of the show. This certificate must name Mississippi Gaming and Hospitality Association and the name of the venue (Beau Rivage Casino Resort) as an additional insured and loss payee. If an original certificate is not submitted, Exhibitor/Sponsor may be prohibited from setting up its exhibit or otherwise participating in SGS and MGHA will be permitted to terminate this Contract for Cause.
- 14. Postponement or Cancellation of Show. If the show is postponed for any reason, then, in its discretion, MGHA will have a period of 90 days from the postponement date to reschedule and reproduce the show. If the show is rescheduled and reproduced within this period, then all aspects of this Contract will remain intact and Exhibitor/Sponsor will reschedule its exhibit to participate in the rescheduled Exhibit/Sponsorship. Subject to Section 21, if the Exhibit/Sponsorship is cancelled or terminated for any reason, then MGHA may terminate this Contract without Cause and Exhibitor/Sponsor waives all claims the Exhibitor/Sponsor might have against MGHA for damages and expenses and will accept in complete satisfaction and discharge of all claims against MGHA a refund of all amounts paid by the Exhibitor/Sponsor to MGHA in accordance with this Contract.
- 15. Other Rules and Regulations. Exhibitor/Sponsor will abide by the rules and regulations published by MGHA, which are hereby



#### 2022 SPONSORSHIP OPPORTUNITY

# Coastal Mississippi Sponsor of "A Taste of Coastal Mississippi":

Full Page advertisement in Summit program

Logo recognition on all signage and collateral for A Taste of Coastal Mississippi Logo included on available marketing and e-mail communications Sponsorship recognition by MGHA Executives during Summit events Sponsorship recognition on Home Page of Summit website and Social Media Logo and link to company website on Sponsorship Page of website

Logo in rotation during power point presentation at Session BreaksReceipt of basic attendee information

- (4)Complimentary FULL PACKAGE Registrations which includes:
  - (1) Reserved Table of 8 for A Taste of Coastal Mississippi
  - (4) Complimentary Tickets for the Hall of Fame Reception and Dinner
  - (4) Complimentary Tickets for the Global Gaming Women Luncheon
  - (4) Complimentary Tickets for the Welcome Reception
  - (4) Complimentary Tickets for the MGHA Member and Sponsor Breakfast
- (1) Complimentary Hole Sign at the GolfTournament

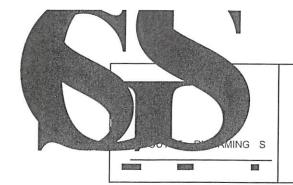
#### Additional Benefits

Social Media posts for Coastal Mississippi and "A Taste of Coastal Mississippi", pre and post eventLoop a 'Coastal Mississippi' video to run throughout the entire event (provided by CM)
Introduce Coastal Mississippi leaders throughout the event and allow time to speak about tourism
Create space near the Registration Desk for duration of SGS 2022 for handing out materials Open to ideas and/or suggestions for additional ways to promote Coastal MS during the event drawings for swag or a Coastal MS Package to encourage return trips, Social Media giveaways

Total Investment for 2022: \$10,000

FULL PACKAGE registrations also include admittance to Mix & Mingle events, the Keynote Speaker and all Panel Sessions. Additional individual tickets and/or tables for the GGW Women in Industry Luncheon, A Taste of Coastal Mississippi, Hall of Fame Gala Dinner and Golf Tournament are available for purchase.

For more information - please contact Jennifer Lee at info@sgsummit.org



Sponsor/Exhibitor
Application & Contract

# Mississippi Gaming & Hospitality Association's Southern Gaming Summit 2022

May 3-6, 2022 • Mississippi Gulf Coast (Beau Rivage)

Exhibiting/ Sponsoring Company: Coastal Missi	
Contact:	Title:
Address:	
City/State/Zip:	
Phone (w)	(m)
Email Address:	Website:
MGHA's Southern Gaming Summit 2022 Ex Exhibitor/Sponsor Booth Size/ Location:  Rater  By signi authorized to execute this agreement on behalf of the exhibiting exhibitor/Sponsor/:(sign)	room during event on 5/4/20
	Date:
eccepted by:	For MGHA's Southern Gaming Summit

PLEASE MAKE ALL CHECKS PAYABLE IN US DOLLARS TO:

Mississippi Gaming & Hospitality Association (SGS 2022)

Mail to:MGHA !PO Box 4566 1 Jackson !MS! 39296-4566

Questions - Contact (Jennifer Lee): 228-326-4082; Email inquiries to info@sgsummit.com



## Professional Janitorial Service Proposal

Prepared for:

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

2350 Beach Blvd. Biloxi, MS 39531

#### Submitted By:

# STAGE CLEANING SERVICES, LLC

640 KOULA DRIVE
DIAMONDHEAD, MS 39525
John Stage
228-860-1610
stagecleaning.biz@gmail.com



December 14, 2021

#### STAGE CLEANING SERVICES, LLC 640 KOULA DRIVE DIAMONDHEAD, MS 39525



December 14, 2021

Attn: Zach Coastal Mississippi 2350 Beach Blvd. Biloxi, MS 39531

Subject: Janitorial Service Proposal - Coastal Mississippi 2350 Beach Blvd., Biloxi, MS 39531

Thank you for allowing STAGE CLEANING SERVICES, LLC to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. So again, thanks!

Here are a few important highlights:

**Before we start...** All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

**During the start...** We know a seamless, no-hassle start-up is important to every customer. So at STAGE CLEANING SERVICES, LLC, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

**After the start...** A systematic approach to keep your building looking good! At STAGE CLEANING SERVICES, LLC, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

John Stage OWNER STAGE CLEANING SERVICES, LLC

#### **Disinfecting Liability Waiver**

- 1. Sars-Cov-2/COVID-19. SARS-CoV-2 is a coronavirus that causes COVID-19, an illness which is primarily spread from person to person. COVID-19 symptoms can range from mild (or no symptoms) to severe illness. A person can become infected in different ways, such as coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19, from respiratory droplets when an infected person coughs, sneezes, or talks, or by touching a surface or object that has the virus on it, followed by touching one's mouth, nose, or eyes. It is unknown how long the air inside a room occupied by someone with confirmed COVID-19 remains potentially infectious, influenced factors such as the size of the room and the ventilation system design (including flowrate [air changes per hour] and location of supply and exhaust vents).
- 2. Services Performed. STAGE CLEANING SERVICES, LLC (Contractor) agrees to perform, and COASTAL MISSISSIPPI (Customer) hereby accepts, a limited service only, namely a process (hereinafter "Service.") Customer agrees and acknowledges that Customer is buying a process rather than a specific result. Contractor's Service shall be limited to "Cleaning" and/or "Disinfecting".
  - Cleaning refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
  - **Disinfecting** refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface *after* cleaning, it can further lower the risk of spreading infection.

Due to the nature of the Services performed, it is extremely difficult, at best, for Contractor to determine the actual success of the work.

In order to prevent contamination or recontamination of Customer's property and to better provide Contractor a better work environment, Customer shall maintain proper security at the property while Contractor performs such Services.

- 3. Methods of Performance. Contractor shall use the methods and procedures described in Work Specifications for services performed, with deviations and substitutions based on specific circumstances and needs.
- 4. Assumption of Risk. Customer acknowledges that less expensive alternatives for example:
  - a. Customer acknowledges that less expensive alternatives for example, a complete shutdown, lockdown and vacancy of the premises to allow the virus to become nonviable may achieve similar or better results. Customer, nonetheless, prefers and chooses Contractor's Service.
  - b. Customer acknowledges that Contractor will use certain chemicals and disinfectants at Customer's property to perform Contractor's service. Customer acknowledges that the chemicals and disinfectants may contain potential hazards to health and property. Customer hereby fully and voluntarily consents to the use of all such chemicals, disinfectants and applications thereof and Customer gives authorization to Contractor to use all such chemicals, disinfectants and applications thereof.
  - c. As a material part of the consideration of this Agreement, Customer hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than Contractor's sole negligence or willful misconduct, and Customer hereby waives all claims against Contractor, from Customer and any third Parties, in respect thereto.

- 5. Industrial Hygienist. Contractor is not an industrial hygienist, and Contractor's Service shall not be construed to be a replacement for the work, services or advice of an industrial hygienist. An industrial hygienist is a highly trained, usually certified expert, who works to reduce safety risks and hazards in an industrial setting. Contractor does not oversee the implementation of programs, policies, and procedures for hazard reduction. Contractor shall not be liable for Customer's decision not to employ or not to contract with an industrial hygienist or Customer's omission to employ or contract with an industrial hygienist. If Customer employs, contracts with, or in any way uses the services of an industrial hygienist, Contractor shall not be liable to the Customer or any third-party for Customer's failure to fully follow and abide by their advice, recommendations and safety protocols.
- 6. Waiver of Liability, NO WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN TRADE OR PROFESSION OR OTHERWISE SHALL APPLY TO THE SERVICES OR THE EQUIPMENT AND FACILITIES USED TO PROVIDE THE SERVICES. AS A MATERIAL CONDITION OF RECEIVING THE SERVICES AND/OR EQUIPMENT AT THE PRICE SPECIFIED HEREIN. AND WITH REGARD TO ANY CAUSE ARISING OUT OF OR RELATING TO THIS AGREEMENT. INCLUDING BUT NOT LIMITED TO CLAIMS OR NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES THAT CONTRACTOR'S ENTIRE LIABILITY FOR DAMAGES OR LOSSES ARISING OUT OF MISTAKES. OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS OF ANY KIND WITH RESPECT TO ITS PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER OCCASIONED BY CONTRACTOR'S NEGLIGENCE, SHALL BE LIMITED TO A REFUND OR WAIVER OF THE APPLICABLE CHARGES FOR SERVICE FOR ANY PERIOD DURING WHICH THE SERVICES ARE NOT PROVIDED. CONTRACTOR AND ITS SUPPLIERS AND SUBCONTRACTORS SHALL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY) INCLUDING BUT NOT LIMITED TO COST OF SUBSTITUTE SERVICES OR FACILITIES, LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF CUSTOMERS OR GOOD WILL, OR DAMAGES AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

STAGE CLEANING SERVICES, LLC (Contractor)	COASTAL MISSISSIPPI (Customer)
Signature:	Signature: Bulle Hotel
Name: John Stape	Name: Brooke Shoulte
Date: 1-28-22	Date: 1-25-22
Title: Owner	Title: President

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

#### Professional Janitorial Service Proposal

# General STAGE CLEANING SERVICES, LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. STAGE CLEANING SERVICES, LLC agrees to furnish such cleaning service to Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (Coastal Mississippi) for a period of one year, commencing on February 1, 2022. **Compensation** 2 days per week Professional Cleaning Service Program: \$1,100/mo. Service Schedule Cleaning service operations described in this comprehensive program will be performed (2) time(s) per week. The cleaning crew will observe holidays observed by the customer. **Invoicing** Invoicing will be on the 1st of each month. Payment policy is net 30 days. **Supervision** Adequate personnel and supervision will be furnished to ensure quality service. **Supplies**

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, STAGE CLEANING SERVICES, LLC can provide these products and invoice them separately.

STAGE CLEANING SERVICES, LLC will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

#### Equipment

STAGE CLEANING SERVICES, LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

STAGE CLEANING SERVICES, LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.		

#### Insurance

STAGE CLEANING SERVICES, LLC will furnish all forms of insurance required by law and shall maintain the same in force.

#### **Employee Status**

Personnel supplied by STAGE CLEANING SERVICES, LLC are deemed employees of STAGE CLEANING SERVICES, LLC and will not for any purpose be considered employees or agents of the customer.

#### **Equal Opportunity Employer**

STAGE CLEANING SERVICES, LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

#### **Our Philosophy**

STAGE CLEANING SERVICES, LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

#### Term

The price shown herein for janitorial services listed under Compensation shall be firm for the period of one (I) year and may be renewed for an additional one (I) calendar year upon written mutual agreement of the parties. The price quoted reflects a realistic cost of business and reasonable return for the one (I) year period. If customer expands office or needs additional services not quoted, STAGE CLEANING SERVICES, LLC will review and submit a revised proposal with a new price quote.

#### **Cancellation**

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

#### Agreement

This Agreement (""this Agreement"") is made and entered into as of February I, 2022, by and between STAGE CLEANING SERVICES, LLC, with its principal place of business located at 640 KOULA DRIVE DIAMONDHEAD, MS 39525 and COASTAL MISSISSIPPI (""Customer"") with its principal place of business located at 2350 Beach Blvd., Biloxi, MS 39531. NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement. IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

STAGE CLEANING SERVICES, W.C.

Signature:

Name: John

Date: 1-28-22

Title: OWNER

COASTAL MISSISSIPPI

Signature: Duck

Name: Brooke Shouttz

Date: 1-25-22

Title: Mesident

# MS. Coast Visitor Bureau

# Job Specifications

#### **Entrances**

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot clean, Light Switches And Doors	I day/wk.
Spot Vacuum All Carpet	l day/wk.
Detail Vacuum All Carpet	l day/wk.
Detail Vacuum - Corners And Edges	Monthly
Clean Both Sides Of Door Glass And Wipe Frames	Every other mo.
Spot Clean Entrance Glass Vacuum walk-off mats Lobbies	l day/wk. 2 days/wk.

Task Description	Service Days
Dust All Horizontal Surfaces Within Normal Reach	l day/wk.
Detail Dust - High And Low Areas	Monthly
Spot clean, Light Switches And Doors	I day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	l day/wk.
Clean and sanitize telephones	l day/wk.
Arrange Furniture	2 days/wk.
Empty And Remove Trash, Replace Liner If Needed	2 days/wk.
Spot Vacuum All Carpet	I day/wk.
Detail Vacuum All Carpet	I day/wk.
Detail Vacuum - Corners And Edges	Monthly
Vacuum Walk-Off Mats	2 days/wk.

# **Conference Rooms**

Task Description	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	i day/wk.
Detail Dust - High And Low Areas	Monthly
Spot clean, Light Switches And Doors	I day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	I day/wk.
Clean And Sanitize Telephones	l day/wk.
Arrange Furniture- Chairs are in line and orderly	2 days/wk.
Empty And Remove Trash, Replace Liner If Needed	2 days/wk.
Spot Vacuum All Carpet	I day/wk.
Detail Vacuum All Carpet	I day/wk.
Detail Vacuum - Corners And Edges	Monthly

# Offices

Task Description	Service Days
Dust All Horizontal Surfaces Within Normal Reach only in the seven Department Head's offices	I day/wk.
Detail Dust - High And Low Areas only in the seven Department Head's offices	Monthly
Spot clean, Light Switches And Doors	I day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner only in the seven Department Head'soffices	l day/wk.
Clean And Sanitize Telephones	I day/wk.
Empty And Remove Trash, Replace Liner If Needed	2 days/wk.
Spot Vacuum All Carpet	I day/wk.
Detail Vacuum All Carpet only in the five Department Head's offices  Detail vacuum corners and edges	l day/wk. Iday/wk.

# **Hallways**

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot clean, Light Switches And Doors	I day/wk.
Spot Vacuum All Carpet	I day/wk.
Detail Vacuum All Carpet	I day/wk.
Detail Vacuum - Corners And Edges	Monthly
Clean And Polish Drinking Fountains	2 days/wk.

#### Restrooms

## <u>Task Description</u> <u>Service Days</u>

Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner

2 days/wk.

#### Lunchrooms

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot Clean, Light Switches	2 days/wk.
Arrange Furniture	2 days/wk.
Spot Vacuum All Carpet	I day/wk.
Detail Vacuum All Carpet	I day/wk.
Detail Vacuum - Corners And Edges	Monthly
Damp Wipe All Lunchroom Tables	2 days/wk.
Damp Wipe Eating Area Chairs	2 days/wk.
Damp Wipe Countertops Using Appropriate Cleaner	2 days/wk.
Clean Sinks Using Appropriate Cleaner	2 days/wk.
Clean Coffee Machine/Station	2 days/wk.
Damp Clean Interior And Exterior Of Microwave	2 days/wk.
Empty And Remove Trash	2 days/wk.
Vacuum walk-off mats	2 days/wk.

#### **Other Requirements**

#### **Task Description**

Site Supervision	2 days/wk.
Gather Supplies and Equipment for Shift	2 days/wk.
Clean and Arrange Janitor Closet	2 days/wk.
Prepare for the Next Day	2 days/wk.
Turn-off Lights – Per Instructions	2 days/wk.
Shut and Lock Doors, Set Alarm – Per Instructions	2 days/wk.