

# COASTAL MISSISSIPPI BOARD MEETING

March 31, 2022

## OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, March 31, 2022, at 3:00 p.m. in the Coastal Mississippi Boardroom located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

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

Commissioners Absent: Jim Williams, Treasurer; Blaine LaFontaine,

Staff Members Present: Judy Young, Executive Director; Pam Tomasovsky, Director of Finance & Employee Relations Director; Pattye Meagher, Director of Communications & Engagement; Karen Conner, Director of Marketing; Kris Abbott, Director of Sales; Zach Holifield, Director of Leisure Business Development; Duncan Ing, Executive Administrative Assistant; Marquez Singleton, Sports Development Executive

Others Present: Hugh Keating, Legal Counsel; Je'Nell Blum, Legal Counsel; Coastal Mississippi Advisory Members: Chaille Munn, Gulfport Airport; Cynthia Sutton, Ocean Springs Chamber; Larry Ahlgren, Attractions Association; Myrna Green, Hancock County Tourism; Guests: Linda Hornsby, MS. Hotel and Lodging Association; Sara DiNatale, Mississippi Today; Jessica Weaver, Fahlgren Mortine; Heather Shepherd, Fahlgren Mortine; David Crane, Peter Mayer Team; Fernanda Burgel, Peter Mayer Team

President Brooke Shoultz called the meeting to order at 3:03pm.

### 1. Introduction of Guests

### 2. President's Report:

### 3. Peter Mayer Presentation

+Fernanda Burgel assisted by David Crane presented on ways to increase diversity, equity, and inclusion in advertising for Coastal Mississippi.

### 4. EDA Public Relations and Strategic Activations- Falgren Mortine

+Heather Shepherd from Falgren Mortine gave a presentation regarding upcoming activations.

### 5. Commissioner Ladner made the motion to approve the consent agenda, seconded by Commissioner Hansen. Commissioner Fritz asked to pull out the USSSA Global Group Incentive for separate action. Accordingly, the February 24<sup>th</sup> Monthly Meeting Minutes, the Financial Report, Executive Director weekly reports, the KPI Report, the EDA Public Relations Activations, Peter Mayer DEI Creative Revisions, Signature Event: Scrapin' The Coast FY 22, Travel South USA IPW Event Sponsorship, the April Calendar of Events, and Future Meeting Dates were considered for approval. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

### 6. Commissioner Moon made the motion to approve the USSSA Global Group Incentive, seconded by Commissioner McMurphy. President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Absent
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes

Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Absent

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

Coastal Mississippi legal counsel, Hugh Keating, gave report on the following items:

7. Commissioner Holmes made the motion to approve the Buxton Agreement as presented. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

8. Commissioner Ladner made the motion to approve the South Mississippi Business Machines Renewal as presented. Seconded by Commissioner Marsh, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

9. Commissioner Holmes made the motion to approve the Hiltree Marketing Agreement as presented. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

10. Commissioner Holmes made the motion to approve the Simpleview Destination Dashboard Agreement as presented. Seconded by Commissioner Ladner, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

11. Commissioner Holmes made the motion to approve the Diversity and Inclusion Program Agreement with Kantola as presented. Seconded by Commissioner Cronin, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

12. Old Business: None. No action taken.

13. New Business:

14. Commissioner Hansen made the motion to approve the Fiscal Year 2022 Amended Budget as presented, seconded by Commissioner Ladner. President Shoultz then called the question with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

15. Sales Incentive- This agenda item moved to Executive Session.

16. Commissioner Moon made the motion to approve Coastal Mississippi starting the bid process to acquire a new vehicle, seconded by Commissioner Ladner. President Shoultz then called the question with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

17. Commissioner Hansen made the motion to approve Coastal Mississippi disposing of its van and declaring it surplus property. Seconded by Commissioner Moon. President Shoultz then called the question with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

18. Commissioner Moon brought up the need to update the Crisis Plan for Coastal Mississippi before Hurricane Season. Staff Acknowledged and agreed to update.

19. Commissioner McMurphy made the motion to enter Closed Session to discuss the need to go into Executive Session. Seconded by Commissioner Stewart. President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

20. Commissioner McMurphy made the motion to exit Closed Session and reconvene in Open Meeting. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

Legal Counsel stated no action was taken in Closed session.

21. Commissioner McMurphy made the motion to enter Executive Session for the purposes of discussing personnel matters related to employee agreements, sales incentives, and updates on other personnel matters. Seconded by Commissioner Moon, President Shoultz called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Absent
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes

Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Absent

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

22. Commissioner Moon made the motion to exit Executive Session and reconvene in Open Meeting. Seconded by Commissioner Hansen, President Shoultz called the question, with the following results:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, President Shoultz declared the motion adopted March 31, 2022.

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

23. Commissioner Moon made the motion to approve the employee agreements as presented and attached for Ari Covacevich, Regional Sales Executive, Marquez Singleton, Sports Development Executive, and Kris Abbott, Director of Sales. Seconded by Commissioner Hansen, President Shoultz called the question, with the following result:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted March 31, 2022.

24. Commissioner Hansen made the motion to approve the amended employee agreement agreements as presented and attached for Zach Holifield, Director of Leisure Business Development, Seconded by Commissioner Holmes, President Shoultz called the question, with the following result:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted March 31, 2022.

25. Commissioner Holmes made the motion to approve the employee agreements as presented and attached for Judy Young, Executive Director, Karen Conner, Director of Marketing, and to

approve the employee agreement for Pattye Meagher, Director of Communications and Engagement. Seconded by Commissioner McMurphy, President Shoultz called the question, with the following result:

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

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted March 31, 2022.

26. Commissioner Moon made the motion to adjourn the meeting. Seconded by

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

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

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted March 31, 2022.

## AGENDA

**Coastal Mississippi  
Monthly Board Meeting  
March 2022 Monthly Board Meeting  
Thursday, March 31, 2022, 3:00 pm - 5:00 pm  
Coastal Mississippi Boardroom**

- A. Call to Order
- B. Introductions of Guests

Please limit speaking to no more than three (3) minutes per guest.

- C. President's Report - President Brooke Shultz

- D. Consent Agenda- [Action Requested](#)

- 1. Approval of February 24th Monthly Meeting Minutes
- 2. Financial Report
- 3. Executive Director Weekly Reports & Team Summary - Judy Young
- 4. KPI Report
- 5. EDA Public Relations Strategic Activations  
Presented by Fahlgren Mortine- Five (5) Minutes
- 6. Peter Mayer DEI Creative Revisions  
Presented by Peter Mayer - Five (5) Minutes
- 7. Signature Event: Scrapin' The Coast FY22
- 8. Travel South USA IPW Event Sponsorship
- 9. Group Incentive Request: USSSA Global

- 10. April Calendar of Events
- 11. Future Meeting Dates

- E. Legal - Contracts & Agreements

- 1. Buxton - [Action Requested](#)
- 2. South Mississippi Business Machines Renewal -[Action Requested](#)
- 3. Hilltree Marketing -[Action Requested](#)
- 4. Simpleview Destination Dashboard - [Action Requested](#)
- 5. Diversity, Equality & Inclusion Training Program Agreement: KANTOLA- [Action Requested](#)

- F. Old Business

G. New Business

1. Amended Budget FY22 - [Action Requested](#)
2. Sales Incentive - [Action Requested](#)
3. Vehicles Status Update

H. Executive Session - [Action Requested](#)

I. Adjourn - [Action Requested](#)

J. Reminders:

**> Coastal Mississippi Monthly Board Meeting**

*Thursday, April 28th 2022 3:00pm Coastal Mississippi Boardroom*

**> Audit for FY2021 will be presented at April Board Meeting.**

K. *Items of Future Consideration (Informational Purposes Only)*



## 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:

**Thursday, March 31, 2022**

**3:00pm-5:00pm**

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



PROPOSAL & ORDER FORM

# Consumer Insights Package

PREPARED FOR

Coastal Mississippi



Prepared by Ryan Shelburne | Expires 4/8/2022

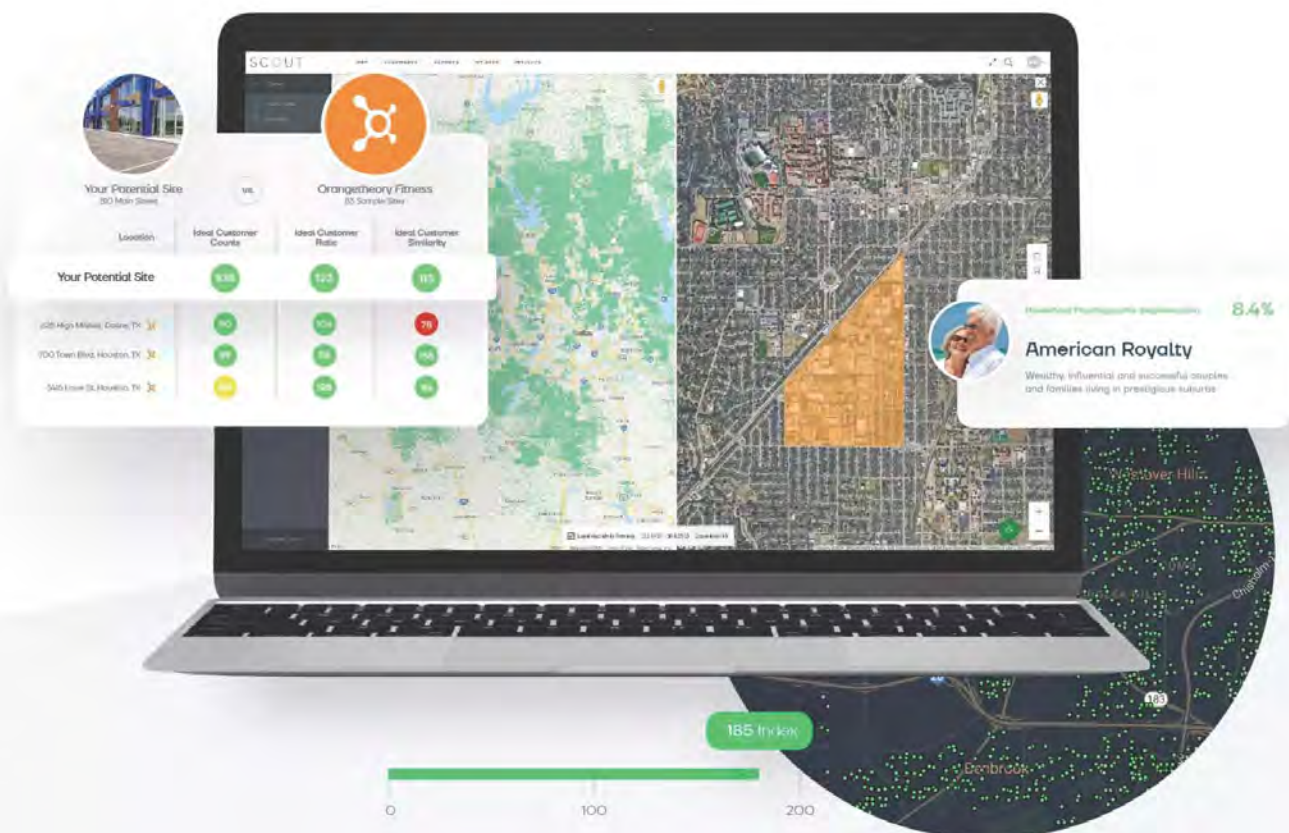
Proposal:

# The Buxton Difference

## Decades of Experience. One Powerful Platform.

With more than two decades of experience developing analytics solutions for clients in both the private and public sector, Buxton is on a mission to revolutionize the way businesses and communities understand their consumers and make decisions.

Today, we've distilled our data, insights, and experience into powerful technology designed to give you the tools you need to answer your most important tourism and development questions. Empower your community leaders with data visualization, reporting, and tools to guide your strategic decision-making processes.





# The American Rescue Plan Act (ARPA)

The ARPA is a \$1.9 trillion economic stimulus bill, which will distribute \$130 billion split evenly between municipalities and counties across the country.

## How Communities Can Use the Federal Funds

The federal government has stipulated that municipalities and counties, as well as their non-profit partners, can use the ARPA funds to support the following four categories impacted by COVID-19: small businesses, hospitality, travel, and tourism. Additionally, the funds can be used to implement economic relief programs by investing in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

## How Buxton's Technology Meets the Federal Guidelines

Buxton's public sector technology is a qualified tool that cities can purchase with funds from the ARPA to guide their economic recovery efforts. More specifically, the applications within the Buxton Platform, such as SCOUT, Mobilytics, and Match, can be used to help small businesses, hospitality, travel, and tourism.

### Using the SCOUT Application

SCOUT includes a suite of standard reports on consumer demographics, lifestyles, and more. These reports can help small businesses, representatives of key industries, and local government leaders to make informed economic development decisions.

### Using the Mobilytics Application

Mobilytics can help communities evaluate the composition and volume of visitors in any area of your community over any time period, providing insights into pre- and post-pandemic consumer trends for your downtown, business districts, key tourist attractions, and more. Furthermore, communities can include or exclude visitors based on distance from home to understand non-resident consumers and improve tourism marketing strategies. Additionally, Mobilytics reports can be offered as a resource to small businesses to give them the local market knowledge necessary to revise their business strategies. Ultimately, it is a tool that empowers local governments to make data-driven decisions to guide economic recovery.

### Using the Match Application

With Match, communities can evaluate the feasibility of a brand to fill a vacant location. These insights can be used to recruit retail and restaurant businesses, which can help stimulate the economy, support tourism and visits from non-residents, and increase tax revenue. Also, Match may be used to identify feasible opportunities to address needs of underserved neighborhoods and communities, such as food, health, and banking deserts.

# Benefits of the Consumer Insights Package

With two great applications housed in one web-based platform, Buxton's Consumer Insights Package gives you on-demand information about residents and visitors to guide tourism marketing, development decisions, and more.

## Put Consumers at the Center of Your Strategy

Understand the residents and visitors in your community not just in terms of demographics, but also in terms of psychographics.

## Understand Visitor Trends

Identify the types of consumers visiting key districts or attractions, where they live and work, and trends in visitor volume to enhance tourism marketing, inform policies, and more.

## Empower Your Team

Give your team access to best-in-class data that will assist them in making better decisions.

## Use Data to Tell Your Community's Story

Get to know your community through data visualization and reporting. Use data to encourage development and support local businesses.

## Get Information Faster

On-demand reporting speeds up the decision-making process by providing data when you need it to answer questions when they arise.



# Product Definitions

Your Buxton subscription will include the following products, which will be reflected in the Fee Schedule in the attached Order Form. We are constantly making improvements to our products; therefore, features may be added or changes may be made to the products listed below.

## Consumer Insights Package

**This public sector technology package comes standard with SCOUT and Mobilytics.**

### SCOUT with Public Sector Reporting

SCOUT is Buxton's proprietary analytics technology application in the Buxton Platform. It is a geospatial tool that comes with a host of standard data, mapping, and reporting capabilities. Visualize data, run reports, and empower your community with in-depth market insights.

### Mobilytics

The Mobilytics application within the Buxton Platform allows your users to study brands and/or locations for date ranges and dayparts by leveraging Buxton's proprietary consumer mobile device data. Mobilytics uses household level data to provide the most granular and detailed view of visitors possible. You will be able to understand who visitors are, where they live and work, where they frequently visit, trends in visitor volume, as well as differences between visitors of up to eight sites. Additionally, users can quantify percentage of visitors or visits by geography and exclude or include visitors by distance. This will allow you to identify the consumer dynamics and trends for your key tourist attractions, shopping centers, areas of interest, neighboring communities, and more.

## Standard Support Package

Your subscription includes support from Buxton's Support Team. This includes one live training session (up to 1 hour), which will be recorded and available throughout the duration of your Contract term; account set up; access to our Support Team during normal business hours (8 a.m. to 5 p.m. Central Time); access to live chat; and access to our knowledge base and training materials within the platform.

## User Access

Your users have access to all the applications in your subscription.

## Optional Enhancements

Your Buxton subscription may include some or all of the following optional products, which are available for additional fees. Please refer to the Fee Schedule in the attached Order Form for the list of enhancements included in your subscription and talk to your Buxton representative if you would like to upgrade your subscription to include any of the following. We are constantly making improvements to our products; therefore, features may be added or changes may be made to the products listed below.

## Match

The Match application helps users find retail or restaurant brands that are a good fit for a potential site. The application uses Buxton's proprietary mobile device data to compare visitors at the brand's current locations to the potential customers in the proposed site's trade area. Understand how the customer potential of a site compares to a brand's existing locations in terms of quantity, concentration, and household mix. Furthermore, for each location your site is compared to, you will be able to understand its performance "strength" in terms of customer volume. Actively pursue your targeted retailers and make a compelling case for their expansion to your community by providing data-driven metrics around the most important success variable – customers.

## Technical Requirements

**The Buxton Platform can be accessed at the following URL:**

**[www.buxtonco.com](http://www.buxtonco.com).**

The Buxton Platform is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU and 8 GB RAM (or higher). Modern-day laptops or desktops purchased within the last 3 to 5 years will perform without issue. The recommended browser for accessing the Buxton Platform is the latest version of Chrome.

# Order Form

## Fee Schedule

Contract Start Date: 04 / 01 / 2022

Contract End Date: 03 / 31 / 2023

Subscription	QTY	Number of Years	Fee Per Year Per Item	Subtotal
Consumer Insights Package (National) National-level subscription to SCOUT with public sector reporting package and Mobilytics.	1	1	\$25,000.00	\$25,000.00
Three (3) User Bundle Included in your subscription.	1	1	\$0.00	\$0.00
Standard Support Package Included in your subscription.	1	1	\$0.00	\$0.00

**Total contract value: \$25,000.00**

**Total fee per year: \$25,000.00**

The geography included in your subscription level: USA

*\*If this Order Form is executed and/or returned to Buxton Company by Client after the Contract Start Date above, Buxton Company may adjust the Contract Start Date and Contract End Date, without increasing the Total Fee, based on the date Buxton Company activates the products and provided that the total term length does not change. Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.*



# Sign Here to Subscribe

Thank you again for the opportunity to present this Order Form. We look forward to working with you. I hereby acknowledge I have read this Order Form and understand and agree to the terms and conditions of Buxton's Terms of Service, dated March 25, 2022, which shall be attached and incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.

## Coastal Mississippi

**Client Name Printed**

JudyYoung

**Billing Company Name**

Coastal Mississippi CVB

**Client Title**

Executive Director

**Billing Address**

2350 Beach Blvd  
Suite A  
Biloxi MS 39531

**Primary Account Owner Name**

Judy Young

**Primary Account Owner Email Address**

judy@coastalmississippi.com

**Shipping Address**

Same

**Invoice Recipient Name**

Pam@coastalmississippi.com

**Invoice Recipient Email Address**

Pam@coastalmississippi.com

**Is PO Required**

No

**PO Number?**

N/A

**Invoice Recipient Phone Number**

(228) 280-3142

**Tax Exempt?**

Yes

**Date of Client Acceptance**

04 / 05 / 2022

**Client Signature**

*Judy Young*

**Buxton Signature**

*David Glover*

# Payment Details

## Preferred Method of Payment:

Check

**If sending a check, please make it payable to Buxton Company.**

**Address:** 2651 South Polaris Drive, Fort Worth, TX 76137

**If wiring, please follow the below instructions:**

**Bank Name:** JPMorgan Chase

**Bank Address:** JPMorgan Chase New York, NY 10017

**Bank Routing Number:** 021000021

**Account Name:** Buxton Company

**Account Number:** 1886176625

**SWIFT ID:** CHASUS33

**If ACH delivery, please follow the below instructions:**

**Bank Routing Number:** 111000614

**Account Name:** Buxton Company

**Account Number:** 1886176625

**Invoice Frequency:** \$12,500.00 due upon execution. \$12,500.00 due 10/01/2022.

**Billing Method:** Email

**Tax ID:** 75-2541014

**Payment Terms:** Payment due in net 10 days upon receipt of invoice.

Service will commence once payment is received.



**Inquiries:** Please send all billing inquiries to [accountsreceivable@buxtonco.com](mailto:accountsreceivable@buxtonco.com) or call us at (817) 332-3681.

\*If you're tax exempt, please submit a completed Sales and Use Tax Exemption Certificate to [accountsreceivable@buxtonco.com](mailto:accountsreceivable@buxtonco.com). For assistance in selecting or completing the correct form, please contact us at the same email.



# Signature Certificate

Reference number: VQ73K-JLAGQ-Q9VUV-QRRKB

Signer	Timestamp	Signature
<b>Judy Young</b> Email: judy@coastalmississippi.com  Shared via link  Sent: 04 Apr 2022 17:17:10 UTC Viewed: 04 Apr 2022 18:25:08 UTC Signed: 05 Apr 2022 14:48:57 UTC		  IP address: 170.249.170.50 Location: Fairhope, United States
<b>David Glover</b> Email: dglover@buxtonco.com  Sent: 04 Apr 2022 17:17:10 UTC Viewed: 05 Apr 2022 14:55:01 UTC Signed: 05 Apr 2022 14:56:11 UTC		  IP address: 131.226.43.89 Location: Dallas, United States

Document completed by all parties on:  
05 Apr 2022 14:56:11 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





SCOUT Terms of Service PLEASE READ AND REVIEW THE SCOUT TERMS OF SERVICE ("TOS") CAREFULLY. THE TOS AND YOUR SCOUT ORDER FORM(S) ("Order Form(s)") TOGETHER FORM A LEGAL AND BINDING AGREEMENT (the "Agreement") BETWEEN BUXTON COMPANY ("Buxton") AND THE ENTITY REFLECTED IN YOUR ORDER FORM OR OTHERWISE ASSOCIATED WITH YOUR SCOUT ACCOUNT ("Client" or "you"). CLIENT'S RIGHT TO ACCESS AND USE SCOUT (DEFINED BELOW) IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THE AGREEMENT. BY SIGNING AN ORDER FORM OR ACCESSING AND USING SCOUT, CLIENT AGREES TO BE BOUND BY AND TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT.

1. Services. Buxton is the developer and owner of a web-based customer analytics tool referred to as "SCOUT", including all enhancements, add-on modules, add-on services, training materials, derivatives, updates, fixes, improvements, or modifications to such tool which are now in existence or hereafter created. SCOUT is accessible through a web-based portal located at <https://id.buxtonco.com/>. Subject to the terms and conditions of the Agreement, Buxton hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use SCOUT and SCOUT Results solely for Client's legitimate, day-to-day internal business operations. For the sake of clarity, the foregoing right to access and use granted to Client only applies to an add-on module and/or add-on service if such module and/or service is expressly identified in an Order Form signed by Client and accepted by Buxton and Client pays any fees associated with such module and/or service. "SCOUT Results" include analytics, data, results, links, reports, documents and any information generated by or derived from, and made available to Client through, or by virtue of Client's use of, SCOUT. Client may only authorize its employees and officers to access and use SCOUT on its behalf (collectively, "Authorized Users"). Once Client deems an employee or officer an Authorized User, the individual is an Authorized User regardless of whether s/he is actively accessing SCOUT at any given time. The number of Authorized Users may not exceed the number identified in the Order Form signed by Client. Once Client has executed an Order Form, created a SCOUT account, and paid the fee set forth in Client's Order Form, Buxton shall provide Client with user name and password credentials for use by Client's Authorized Users to verify their identity and authorization to access and use SCOUT ("Access Credentials"). Client acknowledges and agrees that Client's and Client's Authorized Users' access to and use of SCOUT and SCOUT Results is dependent upon their ongoing compliance with the terms and conditions of the Agreement. To the extent Buxton offers Client an opportunity to access and use add-on modules and/or add-on services to SCOUT, Buxton and Client will enter into an additional Order Form regarding such add-on modules and/or add-on services, the terms of which are hereby incorporated by reference into the Client's original Order Form and the TOS and form part of the Agreement.

2. Fees. Client shall pay the fee for SCOUT set forth in the Order Form and any other fees applicable to add-on modules or add-on services ordered by Client. All fees must be paid in advance of the related Services term. Client must pay and Buxton must receive the applicable fees before Buxton will allow Client to access SCOUT or any applicable add-on modules or add-on services. Buxton accepts payment by check, credit card or bank wire. By providing Buxton with credit card or checking account information for payment, Client hereby authorizes Buxton to charge the account on record for all fees due. Client agrees that all fees are nonrefundable except as expressly set forth herein. Fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature (collectively, "Taxes"). Customer will be responsible for paying all Taxes other than Taxes based on Buxton's net income.

3. Reservation of Rights. Except with respect to any Third-Party Materials, Buxton is and shall remain the sole and exclusive owner of all right, title, and interest in and to (a) SCOUT and all SCOUT Results, (b)

data and information related to Client's or Client's Authorized Users' access to and use of SCOUT or SCOUT Results, including, data and information that is used by Buxton to compile statistical and performance information related to the provision and operation of SCOUT ("Resultant Data"), (c) any inventions, creative works, or tangible embodiments of Feedback (defined below) reduced to practice, conceived, developed, created, produced, or authored by or on behalf of Buxton, and (d) all patent, copyright, trademark, trade secret, database protection, and intellectual property and proprietary rights ("Intellectual Property Rights") in or related to the foregoing. The applicable third-party suppliers own all right, title, and interest, including all Intellectual Property Rights, in and to any Third-Party Materials (defined below). Client has no right, license, or authorization with respect to any of the foregoing except the limited rights set forth in Section 1 above. Without limiting Buxton's rights, Client hereby acknowledges Buxton's right to collect, develop, use and authorize others to use Resultant Data. 4. Changes to Services and TOS. Buxton reserves the right, in its sole discretion, to make any changes to SCOUT or SCOUT Results, in whole or in part, that it deems necessary or useful, including: (a) to maintain or enhance: (i) the quality or delivery of Buxton's services to its clients; (ii) the competitive strength of or market for Buxton's services; or (iii) SCOUT's cost efficiency or performance; (b) to comply with any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction ("Law"), or (c) based on the availability of third-party services or Third-Party Materials. Buxton has the right to modify this TOS at any time and for any reason, including as its business evolves and as may be necessary, in Buxton's sole discretion, to accommodate new features for SCOUT or to protect SCOUT. If Buxton materially modifies the TOS, Buxton will give Client notice that the TOS has been modified at the email address associated with Client's account or by messaging through SCOUT. The modified TOS will be posted at <https://www.buxtonco.com/terms-of-service>, and Client, is responsible for reviewing this site on a regular basis to make sure Client and its Authorized Users remain in compliance with the most up-to-date version of the TOS at all times. Material modifications will become effective on the date set forth in Buxton's notice and all other modifications will become effective upon posting at <https://www.buxtonco.com/terms-ofservice>. Client hereby agrees to comply with and be bound by all terms and conditions in the TOS in effect at the time Client or its Authorized Users access or use SCOUT. Client further agrees that Client's or its Authorized User's use of or access to SCOUT after the effective date of any modifications constitutes Client's acceptance of the modified TOS. 5. Suspension of Services. Buxton may suspend or otherwise deny Client's or any Authorized User's access to or use of all or any part of SCOUT, Third-Party Materials, and/or SCOUT Results for any reason, without incurring any resulting obligation or other liability and with or without notice to Client, including if: (a) required by applicable Law or Buxton receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Buxton to do so or (b) Buxton believes, in its sole discretion, that: (i) Client or any Authorized User has failed to comply with any term of the Agreement or accessed or used (or intends to access or use) SCOUT or SCOUT Results for a purpose not expressly authorized by the Agreement; or (ii) Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with SCOUT, Third-Party Materials, or SCOUT Results. This provision does not limit any of Buxton's other rights or remedies, whether at law, in equity, or under the Agreement. 6. Use Restrictions. Client shall not, and shall not permit any other person or entity to, access or use SCOUT, SCOUT Results, or any third-party software, data, content, or components of or relating to SCOUT ("Third-Party Materials")

except as expressly permitted by the Agreement and/or any applicable third-party agreements governing Third-Party Materials. For purposes of clarity and without limiting the generality of the foregoing, Client shall not and shall not permit any other person or entity to: (a) copy SCOUT Results (except for Client's internal business purposes and as set forth in Section 6.1), SCOUT, or Third-Party Materials or modify or create derivative works or improvements of SCOUT, SCOUT Results, or any Third-Party Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available SCOUT, SCOUT Results (except that Client may distribute and make available the SCOUT Results solely as expressly permitted under Section 6.1), or any Third-Party Materials to any other person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of SCOUT or any Third-Party Materials, in whole or in part; (d) bypass or breach any security device or protection used by Buxton or a third-party supplier or access to or use of SCOUT, Third-Party Materials, or SCOUT Results other than by an Authorized User through the use of his or her own then-valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through SCOUT, SCOUT Results, or Third-Party Materials any information or materials that are unlawful or injurious or contain, transmit, or activate any harmful or disruptive software, hardware, or other technology or device ("Harmful Code"); (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner SCOUT or Buxton's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, terms and conditions, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from SCOUT, SCOUT Results, or any Third-Party Materials; (h) access or use SCOUT, SCOUT Results, or any Third-party Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law; (i) access or use SCOUT, SCOUT Results, or any Third-Party Materials for purposes of competitive analysis or the development, provision, or use of a competing software service or product or any other purpose that is to Buxton's or its third-party suppliers' detriment or commercial disadvantage; (j) upload or submit personal information or personally identifiable information (other than the information necessary to set up Client's SCOUT account) through SCOUT or otherwise provide such information to Buxton, (k) use any GPS based tools and or reports (including, but not limited to, the Mobilytics add-on module) to track individuals or people groups. or to study sensitive areas such as abortion clinics, marijuana dispensaries, adult venues, political events, military bases, prisons, gun stores, houses of worship, etc. or (l) otherwise access or use SCOUT, SCOUT Results, or any Third-Party Materials beyond the scope of the authorization granted under this Agreement or any applicable third-party agreement governing Third-Party Materials. SCOUT and SCOUT Results are provided for access and use only by clients located in the United States.

6.1. Permitted Uses of SCOUT Results. Client may share SCOUT Results with third parties in the United States with whom Client does business in the ordinary course and scope of Client's legitimate business operations only via the functionality provided within SCOUT (which specifically allows Client to share a read-only format of SCOUT Results via a link to SCOUT); however, Client and its Authorized Users shall not, and shall not permit any other person or entity to, rent, lease, lend, sell, sublicense, assign or otherwise use SCOUT Results in any way that is competitive to Buxton or for any purpose that is detrimental to Buxton or results in Buxton being at a commercial disadvantage. Client agrees that such third parties may not share, distribute, disclose, transmit, or reproduce SCOUT Results or use SCOUT Results for any purpose other than the limited purpose for which Client and the third party have

engaged in a business relationship. Client agrees to make clear to all such third parties that the SCOUT Results are provided "AS IS" with no warranties of any kind and that any use of such SCOUT Results is at the third party's risk.

**7. Client Obligations.** Client has and will retain sole control over and responsibility for: (a) Client Data (defined below); (b) all access to and use of SCOUT, SCOUT Results, and any Third-Party Materials by or through Client's account or systems, including through the Access Credentials assigned to Client's account or through links provided by or through SCOUT; (c) Client's information technology infrastructure, including computers, software, hardware, databases, electronic systems, database management systems, and networks; and (d) all conclusions, decisions, acts, or omissions based on Client's and Authorized Users' access to and use of SCOUT, SCOUT Results, or Third-Party Materials and all conclusions, decisions, acts, or omissions based on any third-party access to or use of SCOUT Results. Client shall employ all physical, administrative, and technical controls and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials to Client's Authorized Users and to protect against any unauthorized access to or use of SCOUT or SCOUT Results. Client is solely responsible for obtaining and maintaining, at its own expense, any equipment, hardware, and third-party software necessary to access and use SCOUT, including internet access. Client shall also provide and maintain accurate, complete, and current account information, including contact information, in connection with Client's SCOUT account. Client acknowledges that if Client fails to do so, Client may not receive important notices from Buxton, and Buxton shall not be liable for the failure of any notices to reach Client due to inaccurate, outdated, or incomplete Client contact information. Client shall provide all cooperation and assistance as Buxton may reasonably request to enable Buxton to exercise its rights and perform its obligations under and in connection with the Agreement. Client shall cooperate with Buxton with respect to Buxton's investigation and enforcement of the Agreement. Buxton may review Client's or its Authorized Users' use of SCOUT or SCOUT Results, but it has no duty to do so. If Client becomes aware of any actual or threatened activity prohibited by the Agreement, Client shall, and shall cause its Authorized Users to, immediately: (y) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (z) notify Buxton in writing of any such actual or threatened activity. Client accepts the risks associated with, and will be responsible and primarily liable for, activity that occurs in connection with its SCOUT account and Access Credentials, whether or not Client authorized such activity, including any violation of Buxton's acceptable use policies. Client shall also be responsible and primarily liable for any act or omission by Authorized Users or any other third parties, and any act or omission by Authorized Users or such third parties that would constitute a breach of the Agreement if committed by Client shall constitute a breach of the Agreement by Client.

**8. Client Data.**

**8.1 Client Data.** As between Client and Buxton, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to information and data submitted to SCOUT by Client or its Authorized Users ("Client Data"); however, Client acknowledges and agrees that Client Data does not include any Resultant Data or any SCOUT Results or any Intellectual Property Rights relating thereto. Client hereby irrevocably grants to Buxton all such rights and permissions in or relating to Client Data as are necessary or useful and Buxton's employees, subcontractors, and other designees to enforce the Agreement and exercise Buxton's rights and perform Buxton's obligations hereunder. Client also agrees that Buxton may use Client's name and logo to identify Client as a Buxton client and identify the types of services Buxton provides to Client for marketing purposes.

**8.2 Protection of Client Data.** Buxton will maintain administrative, physical, and technical safeguards at a commercially reasonable level, including measures for preventing

unauthorized access, use, modification, deletion and disclosure of Client Data by Buxton personnel. Before sharing Client Data with any of Buxton's third-party service providers, Buxton will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Client Data and preventing unauthorized access.

**9. Client's Representations and Warranties.** Client represents, warrants, and covenants to Buxton that (i) the individual who signed the Order Form is an authorized representative of Client who has authority to sign on behalf of, and bind, Client, (ii) Client owns or otherwise has and will continue to have the necessary rights and consents in and relating to the Client Data and any Feedback so that Buxton's use of such Client Data or Feedback in accordance with the Agreement does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any privacy or other rights of any third party or violate any applicable Law, and (iii) Client and Authorized Users will comply with all of the terms of the Agreement and any acceptable use policies issued by Buxton.

**10. BUXTON'S DISCLAIMER OF WARRANTIES.** Client agrees that from time to time, SCOUT, Third-Party Materials, and/or SCOUT Results may be inaccessible or inoperable for various reasons, including equipment malfunctions, upgrades or modifications, or causes beyond Buxton's control like interruption or failure of internet, telecommunication or digital transmission links, hostile network attacks or network congestion. There will be occasions when SCOUT (in whole or part), Third-Party Materials, or SCOUT Results will be interrupted or unavailable due to maintenance, updates and emergency repairs or due to failure of telecommunications links and equipment or due to circumstances that are outside of Buxton's control. Buxton will not be liable in any event to Client or any other party for any suspension, modification, discontinuance, loss of, or lack of availability of SCOUT, SCOUT Results, Third-Party Materials, or modules thereof, regardless of the cause of such suspension, modification, discontinuance, loss of, or lack of availability. Client agrees that in no event will Buxton be liable to Client for any damages due to lost or damaged Client Data, regardless of the cause. Client agrees that, in Buxton's sole discretion, Buxton may discontinue modules, features or functions of SCOUT without breaching the Agreement. Client agrees that cancellation of Client's account is Client's sole and exclusive remedy if Client is dissatisfied with SCOUT or SCOUT Results and for any claim that functionality, modules or features discontinued or modified by Buxton materially impact Client's use of SCOUT, Third-Party Materials, or SCOUT Results.

**NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE AGREEMENT TO THE CONTRARY, SCOUT, SCOUT RESULTS, AND ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS."** BUXTON SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BUXTON MAKES NO WARRANTY OR REPRESENTATIONS OF ANY KIND THAT SCOUT, SCOUT RESULTS, OR THIRD-PARTY MATERIALS WILL MEET CLIENT'S OR ANY OTHER PERSON'S OR ENTITIES' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, ACCESSIBLE, AVAILABLE, COMPLETE, TIMELY, FREE OF HARMFUL CODE, OR ERROR FREE. BUXTON DOES NOT MAKE ANY ASSURANCES, REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM CLIENT'S USE OF SCOUT, THIRD-PARTY MATERIALS, OR SCOUT RESULTS.

**11. Client's Indemnification.** To the extent permitted by applicable law, Client agrees to defend (at Buxton's election), indemnify, and hold harmless Buxton and its affiliates and their respective directors, officers, agents, contractors, licensors, service providers, representatives, suppliers, employees, successors, and assigns (each of the foregoing including Buxton, a



"Buxton Indemnitee") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, liabilities, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (all of the foregoing, "Losses"), incurred by or alleged or assessed against any Buxton Indemnitee resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("Action") arising out of or related to (a) Client's or any Authorized User's breach of any term or condition of the Agreement, (b) Client Data or Feedback, (b) Client's or any Authorized User's acts and omissions, or (d) Client's or any other person's conclusions, decisions, acts or omissions based on or related to use of SCOUT Results. Buxton reserves the right to assume the exclusive defense and control of any Action subject to indemnification by Client hereunder, and Client shall fully cooperate with such defense at its own cost and expense. If Buxton chooses to have Client defend such an Action, Client shall choose legal counsel reasonably acceptable to Buxton. Client agrees to promptly notify Buxton in writing of any third-party claims, cooperate with Buxton in defending such claims, and pay all fees, costs and expenses associated with defending such claims (including, but not limited to, attorneys' fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance).

12. Limitations of Liability. 12.1 EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL BUXTON OR ANY OTHER BUXTON INDEMNITEE BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE, LOSS OF USE, OR INTERRUPTION OR DELAY OF SCOUT, SCOUT RESULTS, OR THIRD-PARTY MATERIALS; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF CLIENT DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, TREBLED, ENHANCED, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, REGARDLESS OF WHETHER BUXTON OR ANY OTHER BUXTON INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. 12.2 CAP ON MONETARY LIABILITY. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE, AGGREGATE LIABILITY OF BUXTON OR ANY OTHER BUXTON INDEMNITEE ARISING OUT OF OR RELATED TO SCOUT, SCOUT RESULTS, THIRDPARTY MATERIALS, OR THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE APPLICABLE FEE PAID TO BUXTON BY CLIENT FOR THE TERM DURING WHICH THE EVENT GIVING RISE TO DAMAGES OCCURED. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. 12.3 CLIENT AGREES THAT THESE LIMITATIONS OF LIABILITY REPRESENT A REASONABLE ALLOCATION OF RISK AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BUXTON AND CLIENT. IF ANY PORTION OF THIS SECTION 12 IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. 13. Term; Cancellation and Termination. The term of the Agreement begins and ends on the date(s) stated on the Order Form, unless earlier terminated or cancelled as set forth below. 13.1 Client Cancellation. Client may not cancel the Agreement during the term indicated on the Order Form unless (a) Buxton has materially breached

the Agreement and such breach has not been cured by Buxton within a reasonable time period or (b) Client has obtained prior written consent from an officer of Buxton (not a sales representative).

**13.2 Buxton's Termination.** Notwithstanding anything contained in the Agreement, Buxton reserves the right, without notice and in its sole discretion, to immediately terminate Client's (including all Authorized Users') right to access and use SCOUT, any Third-Party Materials, or SCOUT Results for any violation of the Agreement by Client or its Authorized Users. Except as set forth in the following sentence, Client acknowledges and agrees that Buxton shall have no liability or obligation to Client in the event Buxton terminates the Agreement and Client's and its Authorized Users' access to and use of SCOUT. If Buxton terminates Client's right to access and use SCOUT for any reason other than Client's or its Authorized User's breach of the Agreement, then Buxton shall refund to Client a pro rata portion of applicable fees paid by Client to Buxton. If Buxton terminates the Agreement and access to and use of SCOUT due to breach, Client will not be entitled to a refund of any amounts that Client has already paid to Buxton.

**13.3 Effect of Cancellation or Termination.** Upon cancellation or termination under Section 13.1 or Section 13.2 or upon expiration of the term set forth in the Order Form, the Agreement shall automatically terminate (except as set forth below) and all rights to Client under the Agreement will immediately terminate and Client and its Authorized Users shall immediately cease all access to and use of SCOUT and SCOUT Results. Following termination or expiration, Buxton has no obligation to maintain or provide any Client Data and may thereafter, unless legally prohibited, delete all Client Data in its systems or otherwise in its possession or under its control. The provisions set forth in the following sections will survive any cancellation or termination of the Agreement: Section 3 and Sections 9-16.

**14. Confidentiality.** Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Agreement, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Order Form. Confidential Information of Client includes Client Data. Without limiting the foregoing, if something is labeled "Confidential," that is a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party as demonstrated by written evidence. The Receiving Party will take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information and limit access to those employees, affiliates, and contractors who need to know such information in connection with the Agreement. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and will prohibit its employees, affiliates, and contractors from making unauthorized use or disclosure of any Confidential Information. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure.

**15. Feedback.** Client has no obligation to provide Buxton with feedback, ideas, suggestions, or proposals ("Feedback"). Client hereby grants Buxton a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to make, use, sell, have made, offer to sell, import, export, reproduce, publicly display, distribute, modify, create derivative works from,

publicly perform, and otherwise exploit any Feedback Client submits to Buxton without notice or compensation to Client. Any inventions, creative works, or tangible embodiments of Feedback reduced to practice, conceived, developed, or authored by or on behalf of Buxton shall be owned by Buxton, including any and all Intellectual Property Rights, and Client hereby irrevocably assigns, and shall cause any employees, offices or other personnel to assign, to Buxton and its successors and assigns any and all right, title and interest they may have in and to any such inventions, creative works, or tangible embodiments of Feedback and all Intellectual Property Rights thereto. 16. Miscellaneous. 16.1 Relationship of the Parties. The relationship between the parties is that of independent contractors and not employees. 16.2 Notices and Software Communications. All notices to Client from Buxton may be sent to Client via the email address currently associated with Client's SCOUT account or through SCOUT and shall be deemed to have been duly given the same day sent by Buxton. Any notices or communications to Buxton must be in writing and sent to: [dglover@buxtonco.com](mailto:dglover@buxtonco.com). 16.3 Interpretation. For purposes of the Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation". The parties intend the Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this TOS are for reference only and do not affect the interpretation of this TOS. 16.4 Entire Agreement. The Agreement constitutes the sole and entire agreement between Client and Buxton with respect to SCOUT, SCOUT Results, Third-Party Materials and the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. 16.5 Assignment. Buxton may freely assign, transfer or delegate its rights and obligations under the Agreement, in whole or in part. Client shall not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations or performance under the Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. 16.6 Force Majeure. In no event will Buxton be liable or responsible to Client or be deemed to have defaulted under or breached the Agreement for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or related to any circumstances beyond Buxton's control, including any power or internet outages or interruptions, pandemic or wide spread illness, acts of third parties, government orders or declarations, unavailability of Third-Party Materials or services, and tornadoes, hurricanes, earthquakes, floods, and other acts of God. 16.7 No Third-Party Beneficiaries. Except for the rights of the other Buxton Indemnitees under Sections 11 and 12 of this TOS, the Agreement is for the sole benefit of Client and Buxton and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under the Agreement. 16.8 Waiver and Severability. Buxton's waiver of any provision of the Agreement and/or Buxton's delay or failure to enforce any right or remedy hereunder shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. 16.9 Governing Law; Submission to Jurisdiction. The parties' obligations hereunder, including Client's payment obligations, are to be performed, in whole or in part, in Tarrant County, Texas and Harrison

County, Mississippi. The Agreement is governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Mississippi. Any legal suit, action, or proceeding arising out of or related to SCOUT, SCOUT Results, or the Agreement must be instituted exclusively in the federal or state courts in Harrison County, Mississippi and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to Client's account address and to Buxton at 2651 South Polaris Drive, Fort Worth, Texas, 76137 shall be effective service of process for any suit, action, or other proceeding brought in any such court. CLIENT AGREES THAT THIS IS A MATERIAL PROVISION AND BUT FOR CLIENT'S AGREEMENT TO THIS PROVISION, BUXTON WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. 16.10 Waiver of Jury Trial. BUXTON AND CLIENT EACH irrevocably and unconditionally waive any right THEY EACH may have to a trial by jury in respect of any legal action arising out of or relating to SCOUT, SCOUT RESULTS, ANY THIRD-PARTY MATERIALS, the AGREEMENT, or the transactions contemplated hereby. 16.11 Limitation on time to file claims. ANY CAUSE OF ACTION OR CLAIM THAT CLIENT OR AUTHORIZED USERS MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT, THIRD-PARTY MATERIALS, SCOUT, OR SCOUT RESULTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. 16.12 Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under Section 1, Section 6, Section 7, Section 9, Section 11, Section 13.3, Section 14, Section 15, or Section 16 would cause Buxton irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Buxton will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available to Buxton at law, in equity, or otherwise. 16.13 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to SCOUT, SCOUT Results, or the Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. 16.14 Consent to Use of Electronic Signatures and Records. Client consents to electronic acceptance of this Agreement.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: [contracts@smbm.net](mailto:contracts@smbm.net)

## DIGITAL COLOR COPIER SERVICE AGREEMENT

Account #	214100	Customer Name	COASTAL MISSISSIPPI
Mach ID#	10431	Address or Location	2530 BEACH BLVD STE A
Contract # MC	16099	City, State, Zip	BILOXI, MS 39531
		Phone #	228-280-3142
Install Date	8/16/2018	Model #	SHARP MX-2630N
		Serial #	85046245

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

### Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$125.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

### Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

### Agreement excludes the following:

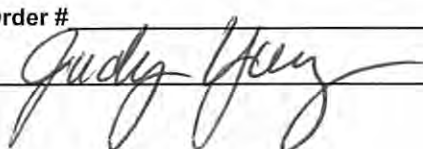
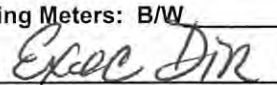
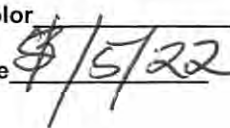
- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

### Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date	4/3/2022	Contract Type:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually
Black Base Rate \$	50.00	Copy Allowance	3,000	Overage Rate	.018	CPC Rate
Color Base Rate \$	245.00	Copy Allowance	3,000	Overage Rate	.081	CPC Rate
						N/A

Exceptions to this Agreement: \_\_\_\_\_

Purchase Order #	Beginning Meters: B/W	Color
Signature: 	Title: 	Date: 

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: [contracts@smbm.net](mailto:contracts@smbm.net)

## DIGITAL COLOR COPIER SERVICE AGREEMENT

Account #	214100	Customer Name	COASTAL MISSISSIPPI
Mach ID#	14159	Address or Location	2530 BEACH BLVD STE A
Contract # MC	16099	City, State, Zip	BILOXI, MS 39531
		Phone #	228-896-6699
Install Date	7/8/2021	Model #	SHARP MX-5071
		Serial #	13016693

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

### Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$125.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

### Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

### Agreement excludes the following:

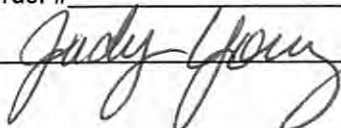
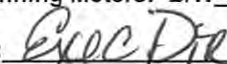
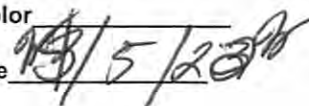
- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
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- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

### Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date	4/3/2022	Contract Type:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually
Black Base Rate \$	30.00	Copy Allowance	3,000	Overage Rate	.0073	CPC Rate
Color Base Rate \$	SEE CPC RATE	Copy Allowance	N/A	Overage Rate	N/A	CPC Rate
					.04	

Exceptions to this Agreement: \_\_\_\_\_

Purchase Order #	Beginning Meters: B/W	Color
Signature: 	Title: 	Date: 

## ***CONTRACT FOR VIDEOGRAPHY SERVICES***

This Videography Contract (the "Contract") is made effective as of March 31, 2022 (the "Effective Date"), by and between Coastal Mississippi of 2350 Beach Blvd, Ste A, Biloxi, Mississippi 39531, and Hilltree Marketing of 14020 Glendale Rd., Ocean Springs, Mississippi 39565.

**DESCRIPTION OF SERVICES.** Beginning on March 31, 2022, Hilltree Marketing will provide to Coastal Mississippi the following videography services (collectively, the "Services"):

Hilltree Marketing will be filming along the Mississippi Gulf Coast to capture video images of lifestyle, nature, and overall essence of the Mississippi Gulf Coast. Music and Sound have not been requested, but will be available if changes are requested.

**PERFORMANCE OF SERVICES.** (1). Hilltree Marketing will provide adequate coverage for Coastal Mississippi's video project and will produce the highest quality digital video. (2). Hilltree Marketing will deliver the professionally produced videos in a timely manner. (3). Hilltree Marketing will capture and master the images in digital format, complete with state of the art video editing capability. (4). Hilltree Marketing will have the videos outputted in the format of Coastal Mississippi's choice.

**PAYMENT.** (1). Coastal Mississippi agrees to pay Hilltree Marketing, a sum of \$2,700.00 in consideration of the videography services to be rendered by Hilltree Marketing. In consideration for this fee, Hilltree Marketing will devote estimated 15 hours to cover the project of Coastal Mississippi. (2). Hilltree Marketing will provide proofs of videos. (3). On being satisfied with the videos taken, Coastal Mississippi also agrees to pay Hilltree Marketing a sum of \$0.00 for each copy of the full video. Should Coastal Mississippi request Hilltree Marketing to create a compilation or other material from the footage, the fees for this service will be provided to Coastal Mississippi at that time by Hilltree Marketing.

**TERM.** Hilltree Marketing and Coastal Mississippi agree that this Contract shall commence on the above date and terminate on April 29, 2022. Hilltree Marketing shall provide Coastal Mississippi with video samples of the final video within 10 days. Said Contract may be extended and/or renewed by agreement of all parties in writing thereafter.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by Hilltree Marketing in connection with the Services will be the exclusive property of Coastal Mississippi. Upon request, Hilltree Marketing will execute all documents necessary to confirm or perfect the exclusive ownership of Coastal Mississippi to the Work Product. Hilltree will retain rights to footage for portfolio purposes.



**RELATIONSHIP OF PARTIES.** It is understood by the parties that Hilltree Marketing is an independent contractor with respect to Coastal Mississippi, and not an employee of Coastal Mississippi.

**CONFIDENTIALITY.** Hilltree Marketing, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Hilltree Marketing, or divulge, disclose, or communicate in any manner, any information that is proprietary to Coastal Mississippi. Hilltree Marketing and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

**COURTESY.** The videography schedule and selected methodology are designed to accomplish the goals and wishes of Coastal Mississippi. Coastal Mississippi and Hilltree Marketing agree that positive cooperation and punctuality are therefore essential.

**WARRANTY.** Hilltree Marketing shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Hilltree Marketing's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Hilltree Marketing on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other



party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be governed by the laws of the State of Mississippi.

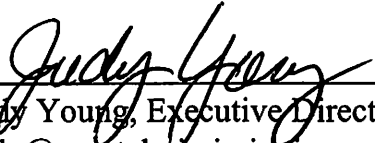
**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.


**SIGNATORIES.** This Agreement shall be signed on behalf of Coastal Mississippi by Judy Young, Executive Director and on behalf of Hilltree Marketing by William Jesse Hill, Owner and shall be effective as of the date first written above.

Client:

By:   
Judy Young, Executive Director  
judy@coastalmssissippi.com

Date: 4/5/22

Videographer:

By:   
William Jesse Hill, Owner  
admin@hilltreemarketing.com

Date: 03/15/2022

## Objective

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Destination Dashboards gives your organization the ability to expand your reporting capabilities through data visualization. Presenting key metrics in a visual way has proven to be a more effective way to communicate data to key stakeholders both internally and externally. In today's business climate, it is key to have the ability to "tell the story you want to tell, to the people you want to tell it to."

## Specification/Features

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### Destination Dashboards Includes:

- A Web-based approach built on a SaaS platform
- Simpleview CRM/CMS and Google Analytics (and Facebook/Instagram) connections out of the box (pending tier)
- The ability to connect and display any data source with an XML/API feed (Tier 3 only)
- The ability to manually capture data and display it within a Destination Dashboard (Tier 3 only)
- The ability to create multiple Destination Dashboards – from an executive summary and internal sales dashboard to an external board report or partner dashboards (Tier 3 only)

### Implementation Includes:

- A kick-off call with your dedicated Destination Dashboards Project Manager (Tier 3 only)
- Setting-up the initial Destination Dashboards platform (all tiers)
- Building out all data connections defined in the Tier (all tiers) and during project kick-off (Tier 3 only)
- Building out all dashlets and dashboards defined in the Tier (all tiers) and during project kick-off (Tier 3 only)
- Walkthrough, training and QA of the platform prior to launch

### Annual Licensing Includes:

- General client success support (via email) (all tiers)
- Support hours, which can be used for general support, setting-up new data connections or dashboard layout assistance\* (tier 3 only)
- Hosting and code maintenance support
- Point upgrades and version upgrades
- Pre-built connections and new standard dashlets which will be rolled out over time
- Extranet link development and access for partners – includes development into the CRM Member/Partner group -> Contact Record -> Security Tab within your Simpleview CRM (Simpleview CRM clients only)
- Unlimited staff users (tier 3 only), unlimited internal staff & external stakeholder logins (all tiers)

\* Simpleview CRM customers can draw from their CRM support hours or purchase additional CRM support hour bundles if they run out of Destination Dashboards included support. Non-Simpleview CRM customers can purchase support packages separately.



Example



## Cost Summary

The cost outlined below includes the project management fee, implementation and training. The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

<b>Install &amp; Setup</b>	
Destination Dashboards Platform	✓
Single Dashboard Creation	✓
Multiple Dashboard Creation	✓
Kick-Off Call with Project Manager	✓
Initial Setup	✓
Complete Build of All Data Connections & Dashlets	✓
Client Success Report	✓
Basic Training, QA, Platform Walkthrough & Launch	✓
Advanced Training Including Data Uploads	✓
Unlimited Viewer Access	✓
Unlimited Admin Users	✓
<b>Ongoing Support &amp; Updates</b>	
API Changes	✓
Platform Updates	✓
Included Support / Build Hours*	30
Manual Data Uploads	✓
Quarterly Success Calls	✓
<b>Integrations &amp; Connections</b>	
Simpleview CRM Connection	✓
Connection to non-Simpleview CRM (Price TBD**)	TBD**
Google Analytics	✓
Facebook	✓
Instagram	✓
Other Data Sources with an XML/API Feed	✓
<b>Total One-Time &amp; Annual Fees</b>	<b>\$4,750 One-Time \$6,000/ Year</b>

\* Build hours can be used for Q&A with Simpleview Staff, manual data imports, etc.

\*\* Additional connections require scope from Simpleview. Contact Simpleview staff for more info.

## Dashboard Terms

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This work order sets the fees for the associated Destination Dashboards services to be provided by Simpleview for the client, for a total of 12 months starting at receipt of signature.

## Moving Forward

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In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.

Authorized Signature: Judy Young

Printed Name: JUDY YOUNG

Today's Date: 4/5/22

Organization: Coastal Mississippi

Please sign digitally via SignNow.com. For help with signing digitally, see this help page:

<https://www.signnow.com/features/easily-sign-documents-online>

... or please contact [cs@simpleviewinc.com](mailto:cs@simpleviewinc.com) with questions!



## Kantola Training Solutions License Agreement

This Kantola Training Solutions License Agreement ("**License Agreement**"), effective as of March 2022, between Kantola Training Solutions, LLC, ("**Licensor**"), with offices located at 55 Sunnyside Avenue, Mill Valley and Mississippi Gulf Coast Regional Convention and Visitors Bureau located at 2350 Beach Blvd Suite A, Biloxi, Mississippi 39531

### **BACKGROUND:**

The Licensor wishes to license workplace training solutions to the Licensee and the Licensee desires to license the workplace training solutions under the terms and conditions stated below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Product:**

- 1.1. Under this License Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable license to use the following training courses and related material ("**Product**"):

*Product listing: Diversity, Equity, and Inclusion*

- 1.2. On each anniversary of the execution of this License Agreement, the Licensee will have the right to move to the most recent version of the courses listed above should more recent versions be available.

### **2. License Fees:**

- 2.1. The license fees for the Product are as follows ("**License Fees**"):

Year	# of learners	Price per learner per year above 25	Set-up fee	Total fees
Year 1	Up to 25	\$17.99	NA	\$599.00
Year 2	Up to 25	\$17.99	NA	\$599.00
Year 3	Up to 25	\$17.99	NA	\$599.00

- 2.2. Any additional learners will be invoiced at time of addition and will be billed at \$17.99 per learner per year.
- 2.3. All invoiced items will be delivered within the agreed-upon timeframe and will include sales tax, if applicable, and invoices will be payable within 30 days of receipt of the invoice (unless otherwise agreed upon in writing).



- 2.4. Included in the License Fee, Licenser will provide technical services support to the Licensee as needed during normal business hours or by the next business day, Monday through Friday from 7:30 AM to 5:30 PM Pacific time.
- 2.5. The first-year portion of the License Fees will be invoiced on execution of this License Agreement, and fees for subsequent years will be invoiced on the anniversary of the execution of this Agreement.

**3. Term:**

- 3.1. This Agreement will begin on execution of this License Agreement and will continue for a period of three (3) years, unless terminated early ("**Term**").
- 3.2. The Licensee may terminate this License Agreement for any reason up to 60 days before each anniversary of the execution of this License Agreement ("**Early Termination Notice**") and no further fees will be due for subsequent years.
- 3.3. If Licenser fails to provide the Product as agreed, Licensee may terminate the License Agreement with written notification and Licenser will prorate and refund any remaining License Fees within 30 days of written notification.
- 3.4. At the end of the Term of this License Agreement the Licensee must destroy all copies, if any, of the Product in their possession.
- 3.5. Prior to the end of Term, Licenser will offer terms for renewal to the Licensee.

**4. Delivery:**

- 4.1. The courses will be hosted on the Kantola Learning Management System, which includes the ability to administer, track, monitor, provide certificates of completion, pull reports, personalize with your company logo and more.

**4. General:**



- 4.1. This License Agreement, the incorporated T&Cs and any other incorporated agreements specifically referenced in this License Agreement, constitute the entire understanding between the Parties. This License Agreement can only be modified in writing signed by both the Licenser and the Licensee and does not create or imply any relationship in agency or partnership between the Licenser and the Licensee.
- 4.2. Licensee accepts Licenser's standard terms and conditions ("**T&Cs**") which can be found at [www.kantola.com/terms](http://www.kantola.com/terms) and the T&Cs are incorporated herein and made part of this Agreement. By entering into this Agreement, I confirm that I have read and I accept the T&Cs.
- 4.3. This License Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Kantola Training Solutions License Agreement as of the date first written above

LICENSEE

By:

Name:  
Title:

  
  
Judy Young  
Exec Dir

LICENSOR

By:

Name:  
Title:

DocuSigned by:  
  
C8480E6730F34FA...  
Stephanie Palmer  
Sales Manager



## Coastal Mississippi Incentive Request Summary

**Event:** 2022 USSSA Global World Series

**Group:** USSSA

**Date:** 3 weeks: June 15-19, June 29-July 3, July 13-17

**Pattern:** Wed-Sun

**Peak Rooms:** 250

**Total Room Nights Requested:** 3,000

**Room Nights Required:** 2,400

**# of Hotels Participating:** Centennial Plaza and Margaritaville

**Location:** Gulfport Sportsplex, D'Iberville Sports Complex, Ocean Springs Sports Complex

**# of Attendees:** Estimated 10,000+ attendees

### **About the Group:**

- 1. Board previously approved \$10,000 at the March 2021 Board Meeting.** Below is the additional incentive amount needed in order to win this business.
- 2. Funds Requested:** Recommended additional Incentive amount of **\$5,000** to offset the cost of field rentals.

**3. Group History:**

**2020 – Held in Gulf Shores, AL - Week 1: 88 Teams, Week 2: 71 Teams, Week 3: 48 Teams**

**2019 – Held in Gulf Shores, AL - Week 1: 215 Teams, 2,350 Total Room Nights; Week 2: 164 Teams, 1,900 Total Room Nights; Week 3: 111 Teams, 1,560 Total Room Nights**

- 4. Estimated Economic Impact: \$2,500,000+ each week**

**Criteria:** Group pickup must meet or surpass 2,400 (80% of the estimated room nights) room nights to be verified by Coastal Mississippi Staff with contracted hotels. In the event that the minimum room nights are not met, the Group understands that there is no sliding scale, and that the proposed incentive will be forfeited.

Incentive Proposal prepared by: Marquez Singleton

Date: 03/23/2022

**Internal Use Only:**

Approved? 

Denied? \_\_\_\_\_

Incentive Funds Allocated: \_\_\_\_\_

### **First Addendum to Employment Agreement**

WHEREAS, on the 28<sup>th</sup> day of October, 2021, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein “CM” or “Employer”), and ARIADNE S. COVACEVICH (herein “Employee”) entered into that certain Employment Agreement, a copy of which is attached as Exhibit “A” (the “Employment Agreement”); and

WHEREAS, the Employee’s base salary is \$48,000.00 per annum, paid in equal monthly installments, which became effective on January 1, 2022; and

WHEREAS, the Performance-Based Pay Period for the Incentive Pay, as set forth in the Employment Agreement, included goals from November 1, 2021 through March 31, 2022; and

WHEREAS, the Employer, by and through its Board of Commissioners, approved the Sales Goals and Performance-Based Pay for the periods of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. The foregoing recitals are incorporated into this First Addendum.
2. Employee’s Sales Goals, consisting of Leads and Definite Room Nights, for the Performance-Based Pay Term of April 1, 2022 through June 30, 2022, and July 1, 2022 through September 30, 2022, are attached hereto as collective Exhibit “B.”
3. All remaining terms of the Employment Agreement not addressed herein remain in full force and effect.

The President of Coastal Mississippi has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 31<sup>st</sup> day of March, 2022.

SO AGREED.

Date: \_\_\_\_\_

Employer:

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

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




Brooke Shoultz, President

Attest: \_\_\_\_\_

Date: 4/22/22

Employee:



Ariadne S. Covacevich

## EMPLOYMENT AGREEMENT

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and ARIADNE S. COVACEVICH herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Sales Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite sales experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is currently employed and is willing to continue to be employed by Employer, and Employer is willing to continue to employ Employee as a Regional Sales Manager on the terms, covenants and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:

### **I. EMPLOYMENT**

Employer hereby continues to employ and engage Employee as a Regional Sales Manager for and on behalf of the MGCRCVB. Employee hereby accepts and agrees to such continuation of employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its



Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to her from time to time by the Employer.

Employee understands and agrees that she is classified as an "exempt" Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that she will at all times faithfully, industriously and to the best of her ability, experience and talents perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

## **II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an "at-will" basis. Employee's employment under this Agreement with the MGCRCVB is for an unspecified duration and may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless otherwise contrary to law, and as more fully set forth in the MGCRCVB's policies and procedures handbook, as may be amended from time to time. While the employment of Employee is "at-will" and for an unspecified duration, the term for the Additional Performance-Based Pay as set forth in Section IV is from November 1, 2021 through September 30, 2022 (the "Performance-Based Pay Term"), as more fully described herein.

## **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$46,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement as allowed by law, while traveling pursuant to the Employer's directions.



#### IV. ADDITIONAL PERFORMANCE-BASED PAY

A. The following Sales Executives may qualify for performance-based pay during the Performance-Based Pay Term, with their respective market segments set forth below:

1. Sports Development Manager, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
2. Regional Sales Manager, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
3. Leisure Business Development Director, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Definition: In addition to the base salary set forth in Paragraph III above, the Employee may earn additional performance-based pay during the Performance-Based Pay Term. "Performance-Based Pay" as it relates to Employee<sup>1</sup> is comprised of: (1) individual production of leads by Employee; (2) number of Definite Room Nights from leads issued by Employee; and (3) team goals based on the Regional Sales Manager(s) and Sports Development Manager meeting their respective individual goals. The Employee's goals are more particularly described as follows:

C. Leads: The MGCRCVB, through its program entitled "Coastal Mississippi," issues Leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the "Leads"). There are levels of Leads, as follows:

1. Tentative I Lead ("Tentative I"): A Tentative I Lead is a Lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or Lead generation platform (Cvent). All Tentative I Leads must be vetted

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<sup>1</sup> Goals for Performance-Based Pay for the Sports Development Manager differ from those of Employee. Only those Goals applicable to Employee are set forth herein. Team Goals, inclusive of all eligible Sales Executives, are set forth on Exhibit A.



by the appropriate Sales Executive and entered into the CRM system. Unless the Lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.

2. Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.

D. Definite Room Nights: Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definite Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides not to hold the meeting, or an alternative destination is selected. If the Employee receives a cancellation, she is to obtain reasons for the cancellation. Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales Executive would take place and will not count towards individual goals or team goals.

E. Performance Incentive: The goals for Employee will be based upon total performance in Tentative I Leads and Definite Room Nights. An incentive is also paid on the Employer's team of eligible Sales Executives reaching their respective Sales Goals. Employee's specific individual and team goals and the incentive pay for reaching the goals

for the period of November 1, 2021 through March 31, 2022 are set forth on Exhibit "A," attached hereto and incorporated herein by reference, which have been approved and ratified by the MGCRCVB. The goals for the third and fourth quarters of fiscal year 2022, being April 1, 2022 through September 30, 2022, shall be approved and ratified by the MGCRCVB on or before March 1, 2022, with an addendum hereto to be signed by Employer and Employee before March 31, 2022. The performance of the Employee to qualify for Performance-Based Pay will be monitored, measured, verified and approved by the Sales Executive's Supervisor, Director of Finance, and Executive Director following the end of the first and second fiscal quarters of 2022, as more fully set forth on Exhibit "A," and the incentive pay to which Employee is entitled shall be paid to Employee no later than February 1, 2022 for the Performance-Based Pay earned from November 1, 2021 through December 31, 2021, no later than May 1, 2022 for Performance-Based Pay earned from January 1, 2022 through March 31, 2022, and no later than November 1, 2022 for Performance-Based Pay earned from April 1, 2022 through September 30, 2022. Performance-Based Pay for employees who commence employment with MGCRCVB during a fiscal year shall be prorated for the remainder of that period. The specific goals as set forth on Exhibit "A" for the Performance-Based Pay Term must be met in order to qualify for Performance-Based Pay for that period, and any Leads or Definite Rooms of any nature in excess of the goals identified on Exhibit "A" do not carry over to a subsequent incentive period, if any. In no event shall Employee be entitled to Performance-Based Pay for any period of time in which she was not employed or does not remain employed by Employer. Further, the incentive period for the Performance-Based Pay Term does not guarantee to Employee that she will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

**VI. SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge she/it has relied on her/its own judgment in entering into this Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**X. GOVERNING LAWS**

This Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of November 1, 2021 (the "Effective Date").

WITNESS the signature of the EMPLOYEE on this, the 22 day of November, 2021,  
but effective as of November 1, 2021, as set forth in Section XI.

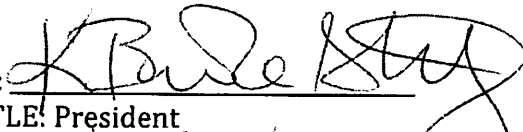
EMPLOYEE:

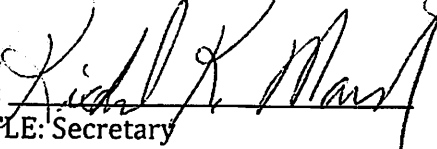
  
ARIADNE S. COVACEVICH

WITNESS the signature of the EMPLOYER on this, the 28 day of October, 2021,  
but effective as of November 1, 2021, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

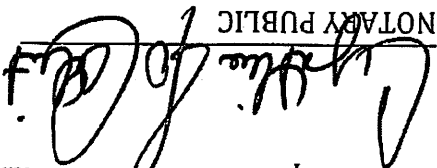
BY:   
TITLE: President

BY:   
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 22 day of November, 2021, within my jurisdiction, the within named ARIADNE S. COVACEVICH, who acknowledged that she executed the above and foregoing Employment Agreement for the purposes therein expressed as her voluntary act and deed.

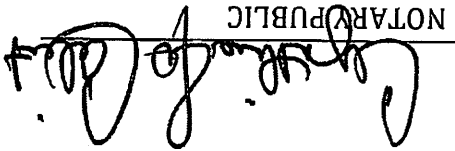
  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Oct 24, 2022

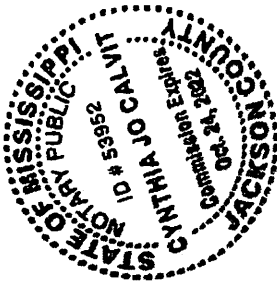
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28 day of October, 2021, within my jurisdiction, the within named BROOKE SHOULTZ and RICHARD MARSH, who acknowledged that they are the President and Secretary of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, they executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Oct 24, 2022



# EXHIBIT "A"

## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

November 1, 2021 – December 31, 2021

### LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	13		11	24
Actual Leads				

### DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	2,145		n/a	2,145
Actual Room Nights				

### ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		3	3
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		1,980	1,980
Actual Attendees				

### SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%



**COASTAL MISSISSIPPI INCENTIVE STRUCTURE**

**January 1, 2022 – March 31, 2022**

**LEADS - 1%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	27		25	52
Actual Leads				

**DEFINITE ROOM NIGHTS - 1.25%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,355		n/a	4,355
Actual Room Nights				

**ACTUAL EVENT GOAL - .75%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		8	8
Actual Events				

**ACTUAL EVENT ATTENDEE GOAL - .5%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		4,020	4,020
Actual Attendees				

**SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%

## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

### LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	20		30	50
Actual Leads				

### DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,000		n/a	4,000
Actual Room Nights				

### ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		12	12
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		10,000	10,000
Actual Attendees				

### SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KA
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	3.75%
TOTALS	2.75%		2.75%	3.75%



**COASTAL MISSISSIPPI INCENTIVE STRUCTURE****July 1, 2022 – September 30, 2022****LEADS – 1%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
<b>Goal</b>	30		20	50
<b>Actual Leads</b>				

**DEFINITE ROOM NIGHTS - 1.25%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
<b>Goal</b>	5,500		n/a	5,500
<b>Actual Room Nights</b>				

**ACTUAL EVENT GOAL - .75%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
<b>Goal</b>	n/a		8	8
<b>Actual Events</b>				

**ACTUAL EVENT ATTENDEE GOAL - .5%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
<b>Attendee Goal</b>	n/a		5,000	5,000
<b>Actual Attendees</b>				

**SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>DIRECTOR OF SALES</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	<b>KA</b>
<b>Leads</b>	1%		1%	n/a
<b>Definite Room Nights</b>	1.25%		n/a	n/a
<b>Actual Events</b>	n/a		.75%	n/a
<b>Actual Attendees</b>	n/a		.5%	n/a
<b>Team Goals</b>	.5%		.5%	3.75%
<b>TOTALS</b>	2.75%		2.75%	3.75%

## **First Addendum to Employment Agreement**

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein "CM" or "Employer"), and JUDY YOUNG (herein "Employee") entered into that certain Employment Agreement with an Effective Date of February 1, 2022, a copy of which is attached as Exhibit "A" (the "Employment Agreement"); and

WHEREAS, the general criteria for earning Performance Goals and Performance-Based Pay were set forth in the Employment Agreement, but due to Employee commencing her employment on February 1, 2022, being mid-quarter, the specific team Performance Goals and corresponding Incentive Pay were not set forth in the Employment Agreement, but rather, per Section IV.1.B, the Employment Agreement is to be amended on or before March 31, 2022; and

WHEREAS, the Employer, by and through its Board of Commissioners, approved the Sales Goals and Performance-Based Pay for the periods of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. The last paragraph of Section IV.1.B (page 11 of Employment Agreement) is hereby revised to read:

In order to satisfy this element for Performance Based Pay, during each applicable fiscal year, the Employer's Sales Department and Leisure Sales Department must meet the Minimum Sales Goals established by the Employer. This Agreement includes the Performance Goals and corresponding Performance-Based Pay for the period of April 1, 2022 through September 30, 2022, only, with the Sales Goals attached hereto as Exhibit "B." The Performance Goals for each subsequent fiscal

year during the term hereof shall be established by the Board of Commissioners on a fiscal year basis and provided to Employee prior to the beginning of each fiscal year.

2. All remaining terms of the Employment Agreement remain in full force and effect.


The President of Coastal Mississippi has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 31<sup>st</sup> day of March, 2022.

SO AGREED.

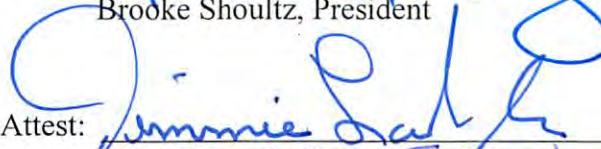
Date: 3-31-22

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

By:

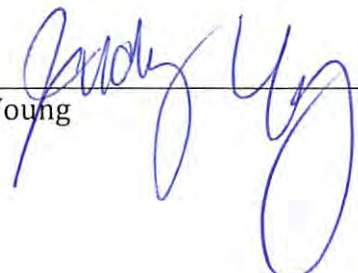
  
\_\_\_\_\_  
Brooke Shoultz, President

Attest:

  
\_\_\_\_\_  
Richard Marsh, Secretary Jimmie Ladner

Date: \_\_\_\_\_

**Employee:**

  
\_\_\_\_\_  
Judy Young



## EMPLOYMENT AGREEMENT

This Employment Agreement (herein "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "CM" or "Employer," and JUDY YOUNG, herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created pursuant to and under the authority of H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison, and Jackson Counties, Mississippi, which counties comprise the geographic region covered by "Coastal Mississippi."

2) Employee has the requisite experience in the above designated objectives, purposes and activities of Employer. Employee is willing to be employed by Employer and Employer is willing to employ Employee on the terms, covenants and conditions set forth in this Agreement, and in consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Employment Agreement as follows, to-wit:

#### I. EMPLOYMENT:

Employer shall employ, engage and hire Employee as the Executive Director of CM to supervise, direct and manage the functions, purposes and activities of the Employer, consistent with its specific purposes referenced above. Employee hereby accepts and agrees to such



engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Employer. Employee shall perform such duties and responsibilities as set forth herein and as may be assigned to her from time to time by the Employer.

Employee understands and agrees that she is classified as an "exempt" employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by CM, and that she will at all times faithfully, industriously and to the best of her ability, experience and talents perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the tasks and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of CM in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

At least annually, the Employer's Board of Commissioners shall evaluate the Employee and report to Employee regarding the level and sufficiency of Employee's job performance related to Employee's duties and responsibilities. CM's Board of Commissioners shall initiate review of Employee's performance, and after discussion thereof, shall provide direction to the Board's officers to prepare a proposed written evaluation to the full Board of Commissioners. The Board of Commissioners will consider the proposed evaluation and at a duly called meeting thereon, will determine the contents of the final written evaluation prior to presentation to Employee. The Board of Commissioners may periodically consider feedback from those working closely with Employee. Such evaluation may include, but is not limited to, the following non-exclusive itemization of performance expectations which must be met by the Employee in order to achieve the status of satisfactory performance;

1. Provide active support and leadership for the achievement and implementation of Vision, Strategies, Goals, Objectives and Tactics approved by the Board of Commissioners furtherance of the goals of the Employer. These include, but are not limited to:

A. Demonstrating a positive attitude toward and being proactive in the maintenance of CM as envisioned by the enabling legislation, and ensuring that all conversations, whether public or private, reflect a positive image and do not reflect negatively on CM or the Board of Commissioners; and

B. Demonstrating a willingness to be open to recommendations and input received from the Board of Commissioners and Committees thereof.

2. Strictly adhering to the By-laws, Code of Ethics, Conflict of Interest and all other policies and procedures officially adopted by CM, and those in effect under the laws of the State of Mississippi with respect to governmental instrumentalities, including, but not limited to:

A. Refraining from communicating actions which require approval by the Board of Commissioners until such actions have been approved by the Board of Commissioners; and

B. Following proper protocol for approvals prior to distribution of documents or information.

3. Performance of the following duties:

A. Assuming and displaying a leadership role in the development and execution of CM's scope of work which includes, but is not limited to, review and approval of staff and agency proposals, plans, and work product prior to presentation to the Board of Commissioners or Committees for approval, ensuring that they are aligned with the adopted Vision, Strategies, Goals and Objectives of the Employer; and

- B. At all times remaining informed and ensuring that the Board of Commissioners is informed of any and all issues, actions, conditions and any other information, both internal and external, that may affect, either positively or negatively, CM, its Board of Commissioners, its industry partners, and/or the Mississippi Gulf Coast tourism industry; and
- C. Immediately notifying the President of the Board of Commissioners of CM of any and all public records requests submitted to CM by a member of the general public or any member of the CM Board of Commissioners, and providing a copy of any such request to the President and General Counsel of CM.
- D. Obtaining approval from the Board of Commissioners prior to acceptance of funds from any grant or other revenue source.
- E. Promoting the formation and maintenance of productive alliances with local, state and regional tourism entities, organizations and stakeholders.
- F. Monitoring and promoting compliance by all employees and Commissioners with the charters adopted by the Employer and applicable for each committee of the Employer.
- G. Ensuring that Harrison, Hancock and Jackson County officials, together with officials of municipalities situated within said counties, are routinely provided with current tourism related information; and
- H. Maintaining professional relationships with city, county and state elected and appointed officials.
4. Achieving positive progress toward the goals implemented by the Employer.
5. Ensuring that appropriate levels of funding are maintained and proactively seeking new sources of revenue.

6. Maintaining a minimum amount of funds in financial reserves, the amount of which is to be established by the Board of Commissioners, taking into consideration the recommendation of the finance committee, and provided to Employee prior to the beginning of each fiscal year.

7. Following an audit of the Employer's financial statements for each Fiscal Year, the Independent auditor must issue an "Unqualified Opinion" (or a "Clean Opinion").

## II. DURATION:

The duration of this Agreement shall be for the period commencing on and next succeeding the 1<sup>st</sup> day of February, 2022, and ending on January 31, 2025 (herein the "Term"), unless sooner terminated and canceled as allowed herein.

## III. COMPENSATION:

1. For the period commencing on February 1, 2022 through January 31, 2025 of the Term hereof, Employer shall pay to Employee and Employee shall accept from Employer a base salary as set forth hereinbelow as payment for Employee's services required to be performed under this Agreement (herein the "Base Salary"). The Base Salary shall be prorated and paid in equal installments on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each month in a manner consistent with the applicable policies and procedures approved and implemented by CM.

The Base Salary for the period of February 1, 2022 to January 31, 2025 shall be adjusted to provide that monthly salary payments will be pro-rated and paid to Employee based on an annual salary of \$175,000.00.

2. During the Term of this Agreement, Employer shall provide a CM credit card to Employee which may be used for Employee's business travel costs and other employment-related expenses. Such credit card use is to be consistent with Employee's annual travel plan, CM's annual Marketing Plan, Business Plan, and Budget approved by the Board of Commissioners, and CM



policies and procedures regarding approved expenses. Not less than once per month, Employee shall submit expense reports, accompanied by receipts, for all expenditures paid by way of the CM credit card. Upon receipt of an expense report and receipts, Employer shall reimburse Employee for all other necessary employment-related expenses, as allowed by law, which are incurred and paid by Employee with her personal funds.

#### IV. ADDITIONAL PERFORMANCE BASED PAY.

In addition to the Base Salary set forth in Paragraph III above, commencing on April 1, 2022, the Employee may earn additional "Performance Based Pay" on an annual fiscal-year basis, as set forth herein. The following objective criteria (the "Performance Goals") must be met or exceeded during the relevant fiscal year, or prorated portion thereof, in order for Employee to be eligible for Performance Based Pay:

1. Annual sales goals must be met by the Employer's sales department.
  - A. Market segments for Employer's sales department are:
    - (1) Sports Development, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
    - (2) Regional Sales, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
    - (3) Leisure Sales, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to

be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Annual Sales Goals differ by department. Annual Sales Goals may be comprised of parts which include, but are not limited to: production of leads by the Employer's Meeting and Conventions sales department and Leisure sales department; number of definite room nights from leads generated or issued collectively by the Employer's Meetings and Conventions sales department; production of leads by Leisure sales department; actual room nights generated by the Leisure sales department; actual groups with participants from outside of Hancock, Harrison, Jackson, Stone, George and Greene Counties (the "Excluded Counties") for Sports Groups; and actual number of attendees from outside the Local Counties for Sports Groups, with the Performance Goals more particularly described as follows:

- (1) Sports Development Manager goals are comprised of (i) individual production of leads by Employee; (ii) actual events booked by Employee which are held during the relevant Performance-Based Pay Period ("Actual Events"); (iii) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the "Actual Event Attendees"); and (iv) team goals based on all eligible Sales Executives meeting their respective individual goals. The Sports Development Manager's goals are more particularly described as follows:

- (a) Leads: The MGCRVCB, through its program entitled "Coastal Mississippi," issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as

requested by meeting and group clients (the "Leads").

There are levels of Leads, as follows:

- i. **Tentative I Lead ("Tentative I"):** A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.
- ii. **Tentative II Lead:** A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.
- iii. **Geography (Sports Development only):** Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead

goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").

- (b) Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period.
  - (c) Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee Goals do not include attendance from those within the Excluded Counties.
- (2) Regional Sales Managers' goals are comprised of: (i) individual production of leads by the Regional Sales Managers; (ii) number of Definite Room Nights from leads issued by Regional Sales Managers; and (iii) team goals based on all Sales Executives meeting their respective individual goals. The Regional Sales Managers' goals are more particularly described as follows:
- (a) Leads: Same as defined in Section IV.1.B(1)(a).
  - (b) Definite Room Nights: Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II

Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definite Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides not to hold the meeting, or an alternative destination is selected. If a Regional Sales Manager receives a cancellation, he/she is to obtain reasons for the cancellation. Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales Executive would take place and will not count towards individual goals or team goals.

- (3) Leisure goals are:
  - (a) Leads: Same as defined in Section IV.1.B(1)(a).
  - (b) Actual Room Nights: Actual Room Nights are those Leads which change status when a group within the Leisure Group market has started the group event within the requisite Performance-Based Pay period.



In order to satisfy this element for Performance Based Pay, during each applicable fiscal year, the Employer's Sales Department and Leisure Sales Department must meet the Minimum Sales Goals established by the Employer. This Agreement shall be formally amended on or before March 31, 2022 in order to identify and incorporate the Sales Goals for Meetings and Conventions, Sports, and Leisure Groups for the third and fourth quarters of fiscal year 2022, with said goals to be approved by CM's Board of Commissioners in February of 2022, and the First Amended and Restated Employment Agreement to be approved by the Board of Commissioners on or before March 31, 2022. The Sales Goals for each subsequent fiscal year during the Term hereof shall be established by the Board of Commissioners on a fiscal year basis and provided to Employee prior to the beginning of each fiscal year.

2. Employee must adhere to annual budgeted revenues and expenditures as adopted (or amended) by Employer;

3. Satisfaction of overall key performance indicators (KPIs) as established by the Board of Commissioners and provided to Employee prior to the beginning of each fiscal year. For illustrative purposes, for the fiscal year commencing on October 1, 2021, the three main KPIs are more particularly identified as follows: (1) the aggregate number of annual day-trip and overnight visitors to the counties which comprise Coastal Mississippi; (2) the aggregate amount of annual visitors' spending in the counties which comprise Coastal Mississippi; and (3) the aggregate number of annual leisure and hospitality new job creation in the counties which comprise Coastal Mississippi. However, satisfaction of overall KPIs will not be considered for Employee's Performance-Based Pay until the fiscal year commencing on October 1, 2022.

4. Once goals are established for any given incentive period, any such incentive period for the Performance-Based Pay Term does not guarantee to Employee that she will remain

employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

5. In the event all Performance Goals are met or exceeded during any applicable year, Employee shall be entitled to receive from Employer an amount equal to fifteen percent (15%) of her Base Salary in place for the fiscal year in which the Performance Goals were met. Notwithstanding the foregoing provision, for the fiscal year covering October 1, 2021 to September 30, 2022, the Performance Based Pay shall be prorated from April 1, 2022 through September 30, 2022. Within thirty (30) days of the Board of Commissioners' receipt of all data on which the Performance Goals are based, including the results of the annual audit, the Employer shall determine if the Performance Goals were achieved, thus entitling Employee to the Performance Based Pay. Employee must be employed by CM for an entire fiscal year in order to be eligible for incentive pay for that fiscal year, with the exception of fiscal year 2022, wherein she must remain employed through September 30, 2022 in order to be eligible for Performance Based Pay.

V. ADDITIONAL BENEFITS:

As additional compensation, Employer hereby agrees to provide the following to Employee:

1. Personal and medical leave in accordance with the terms and provisions of the personnel policies and provisions promulgated by CM. Although subject to change, the current policies related to personal and medical leave are attached hereto as Exhibit "A."

2. Major medical and other healthcare benefits, life insurance, retirement benefits through the Public Employee's Retirement System (PERS), and such other benefits provided by and under the personnel policies and procedures promulgated by CM and as may be amended from

time to time and adopted by the Employer. *Although subject to change*, the retirement, healthcare and life insurance related benefits as of the date of execution hereof are as follows:

A. Retirement: Employer contributes an amount to PERS equivalent to 17.4% of Employee's salary or such amount as may be required by law. As of the date of execution hereof, the current mandatory contribution by Employee is 9% of Employee's salary.

B. Health Insurance: Employer pays for 100% of the premium for the Employee's individual health insurance policy. Dependent coverage is available at Employee's expense.

C. Dental Insurance: Employer pays for 100% of the premium for the Employee's individual dental insurance policy. Dependent coverage is available at Employee's expense.

D. Vision Insurance: Employer pays for 100% of the premium for the Employee's individual vision insurance policy. Dependent coverage is available at Employee's expense.

E. Life Insurance: Employer pays for 100% of the premium for the Employee's individual Life and Accidental Death and Dismemberment policy with a coverage amount of \$25,000.00.

3. One late model automobile (the "Automobile") for use in conjunction with CM business, subject to the following provisions:

A. Employee shall be permitted to drive the Automobile to and from her residence and shall not be required to return the Automobile to the CM office on a daily basis;

B. In the event the Automobile is utilized for personal reasons not associated with Employee's employment with CM, Employee agrees to maintain a mileage log of personal

use of the Automobile, which log shall be submitted to Employer's Finance Director by December 31 of each year of the Term. Employee acknowledges that the Internal Revenue Service considers personal use of a company automobile as a taxable benefit.

C. Fuel and oil for operating the Automobile is provided by CM through the use of the gas credit card issued to the Employer. Insurance on the Automobile shall be provided by Employer. Employer shall be responsible for repair and maintenance of the Automobile due to ordinary wear and tear.

4. During the term of this Agreement, Employer shall, at Employer's expense, provide Employee with a cellular telephone with internet and email access. Employee understands that this cellular telephone is to be used for business purposes. Employee acknowledges that she has a cellular telephone available for personal use. Employee further acknowledges that records of her business cellular phone, and her personal cellular telephone if used for purposes related to CM business, may be subject to Mississippi's Public Records Act.

5. As an additional benefit, the Employer shall reimburse the Employee an amount up to Ten Thousand Dollars (\$10,000.00) as a relocation allowance to compensate her for her moving expenses incurred in connection with her relocation from her current residence in New Braunfels, Texas to Hancock, Harrison or Jackson County, Mississippi (the "Relocation Allowance"). In addition to moving her personalty, this Relocation Allowance shall also permit transportation expenses for Employee and her family to travel from Texas to the Mississippi Gulf Coast, for purposes of Employee obtaining housing in advance of her relocation. The Relocation Allowance is reimbursable to Employee rather than paid in advance. Employee shall be reimbursed her Relocation Allowance, up to Ten Thousand Dollars (\$10,000.00), within sixty (60) days of presentation to Employer of receipts

evidencing such expenses specifically related to her relocation from New Braunfels, Texas. No additional sums will be paid or reimbursed by Employer with respect to costs incurred in connection with the relocation of Employee and/or her immediate family to Hancock, Harrison or Jackson County, Mississippi.

VI. RENEWAL:

Employer and Employee acknowledge and agree that this Agreement *is not* automatically renewable. Employer shall have no obligation to initiate discussion of the terms and conditions under which this Agreement may be renewed or extended. However, Employer and Employee agree that on or before September 30, 2024, Employee may, in her sole discretion, initiate discussion of the terms and conditions under which this Agreement may be renewed or extended for an additional period of two (2) years, with the understanding that the existing terms and conditions of this Agreement shall form the baseline for commencement of negotiations by the Employee. The Employee acknowledges and agrees that the Employer is under no obligation to renew and extend this Agreement and that in the event the parties hereto are unable to agree in writing, for any reason, as to terms and conditions for renewal and extension of this Agreement by October 31, 2024, this Agreement shall terminate by its terms without notice to the Employee, which termination shall take effect upon the expiration of the Term of this Agreement, being January 31, 2025.

VII. TERMINATION:

Notwithstanding anything to the contrary herein, this Agreement may be terminated by the Employer, without cause, upon ninety (90) days written notice to the Employee and the Employee may terminate this Agreement, without cause, upon ninety (90) days written notice to the Employer. Further, in the event Employee fails to meet mutually agreeable performance



expectations, standards, goals and objectives or violates any of the terms and conditions of this Agreement or policies, procedures or directives of CM, or any law, ordinance, rule, regulation, statute or decision of the United States of America, State of Mississippi or any agency, board, commission or political subdivision thereof, including any unincorporated area or municipality located within Hancock, Harrison, or Jackson Counties, Mississippi, or in the event any act(s) or omission(s) of the Employee adversely impact(s) the ability of the Employer to carry out its purposes identified in the paragraph 1) of the Preamble recited hereinabove, such act(s) or omission(s) constitute(s) "cause" to terminate this Agreement, and the Employee shall be deemed to have breached the terms of this Agreement and Employer may terminate said Employee without notice, in which event this Agreement shall at once automatically terminate and cancel. Notwithstanding the foregoing, Employee shall not be terminated for cause based upon the conviction of any misdemeanor traffic violations or minor traffic infractions.

In the event Employer terminates Employee as a result of a breach of this Agreement or failure to meet agreed upon performance expectations, standards, goals, and objectives, or for any other reason as set forth hereinabove, the Employee shall be entitled to receive only such compensation and benefits as may be payable to the date of such termination and as otherwise allowed by law. Further, notwithstanding the foregoing, it is agreed and understood that breach of any term(s) or condition(s) of this Agreement by either Party hereto may result in immediate and irreparable injury to the other Party, and in such event, the breaching Party authorizes recourse to injunction and/or specific performance as well as to all other legal or equitable remedies to which the non-breaching Party may be entitled under the laws of the State of Mississippi.

In the event the Employee chooses to leave or separate from the employment of Employer for any reason whatsoever, with the exception of disability or death, prior to completion of twelve

(12) full and consecutive months of employment, Employee shall reimburse to Employer a pro-rata portion of all Relocation Expenses paid by Employer. Employee shall pay said reimbursement to Employer on or before her last day of employment with Employer. In the alternative, Employee hereby agrees to allow Employer to offset the balance due Employer and to deduct the same from the final paycheck(s) of the Employee, with Employee paying to Employer any remaining balance due on or before her last day of employment with Employer.

VIII. SEVERABILITY:

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IX. WAIVER:

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

X. AGREEMENTS OUTSIDE OF CONTRACT:

This Agreement, together with exhibits affixed hereto, contains the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement,

except such representations as are specifically set forth in this Agreement and each of the parties acknowledge it has relied on its own judgment in entering into this Agreement. Any modification of this Agreement shall not be effective unless set forth in writing and executed by both parties.

**XI. CAPTIONS:**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**XII. GOVERNING LAWS:**

The Agreement shall be governed by the laws of the State of Mississippi.

**XIII. CONSTRUCTION:**

This Agreement has been jointly drafted and negotiated by Employer and Employee, and in the event of any ambiguity, such ambiguity shall not be construed against any drafting party.

**XIV. EFFECTIVE DATE:**

The terms and provisions herein shall take effect on the 1<sup>st</sup> day of February, 2022, subject to and conditioned upon approval by CM and spread upon its minutes.

[Signatures appear on next page]

WITNESS the signature of the EMPLOYEE on this, the 18 day of Feb, 2022.


**EMPLOYEE:**

  
JUDY YOUNG

WITNESS the signature of the EMPLOYER on this, the 25<sup>th</sup> day of January, 2022.

**EMPLOYER:**

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

BY:   
TITLE: President

BY: \_\_\_\_\_  
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the  
aforesaid County and State, on this 18<sup>th</sup> day of Feb., 2022, within my jurisdiction, the  
within named JUDY YOUNG, who acknowledged that she executed the above and foregoing  
Employment Agreement for the purposes therein expressed as her voluntary act and deed.

Shalanda Ferguson  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 7, 2023

STATE OF MISSISSIPPI

COUNTY OF HARRISON



PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the  
aforesaid County and State, on this 25<sup>th</sup> day of January, 2022, within my jurisdiction,  
the within named BROOKE SHOULTZ, who acknowledged that she is the President of the  
MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body  
politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the  
MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as  
its act and deed, she executed the above and foregoing Employment Agreement, after first having  
been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND  
VISITORS BUREAU so to do.



MY COMMISSION EXPIRES:

9/30/2023

Janet N. Fowler  
NOTARY PUBLIC

Personal Leave  
Policy Number: 310  
Date: 7/1/2015  
Page: 1 of 2

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**I. PURPOSE**

To provide a paid time-off benefit to regular full-time employees.

**II. SCOPE**

This policy applies to all eligible regular full-time employees of the MGCRCVB.

**III. POLICY**

All regular full-time employees will accrue personal leave in the following manner:

<u>Continuous Service</u>	<u>Accrual rate (Monthly)</u>
1 month to 36 months	12 hours per month
37 months to 96 months	14 hours per month
97 months to 180 months	16 hours per month
Over 180 months	18 hours per month

All employees are encouraged to use their accrued personal leave. It is preferred that employees not use more than eighty (80) hours of accumulated personal leave consecutively. If a longer leave is required a special written authorization is required by your immediate supervisor or the Executive Director. Various departments may, because of work requirements, reduce consecutive time off to not more than forty (40) hours.

All personal leave must be approved in advance by your immediate supervisor or the Executive Director.

The earned personal leave shall be credited to the employee after completion of each month of service. Personal leave will not be granted to an employee if the amount requested is greater than what was earned and accumulated.

Personal leave shall be used for the first eight (8) hours of an employee's illness if no doctor's excuse is supplied to his or her immediate supervisor.

If an employee is not actively at work for two (2) weeks (10 working days), other than a planned vacation, the personal leave in which they have accumulated can be used but, the employee will not accumulate additional leave until they have returned to work for a period of thirty (30) calendar days.





**Policy Number: 310**

**Page: 2 of 2**

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Part-time and temporary employees are not eligible for earning personal leave. Employees that are considered full-time but work less than forty (40) hours per week will have their leave prorated to the number of hours they work.

Employees that end employment with the MGCRCVB are paid up to 240 hours of unused Personal Leave. Any remaining leave balances are applied towards the employee's retirement as credible service time. For more information on this please refer to the PERS Member Handbook.

Your official record of leave time is kept by the Personnel Director or Executive Director. You may review this information by contacting the Personnel Department.

Medical Leave  
Policy Number: 311  
Date: 7/1/2015  
Page: 1 of 2

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**I. PURPOSE**

To provide a paid time-off benefit to regular full-time employees who are sick, injured, have a doctor's appointment, or are pregnant.

**II. SCOPE**

This policy applies to all eligible regular full-time employees of the MGCRCVB.

**III. POLICY**

All regular full-time employees will accrue medical leave in the following manner:

<u>Continuous Service</u>	<u>Accrual Rate (Monthly)</u>
1 month to 36 months	8 hours per month
37 months to 96 months	7 hours per month
97 months to 180 months	6 hours per month
Over 180 months	5 hours per month

In order to claim medical leave, an employee must be sick, injured, have a doctor's appointment, or be pregnant. Medical leave may be used for the illness or injury of an employee only. For an absence due to an illness of thirty-two (32) consecutive working hours, medical leave shall be authorized only when a valid doctor's certificate is provided.

If an employee is not actively at work for two (2) weeks (10 working days), other than a planned vacation, the medical leave in which they have accumulated can be used, but the employee will not accumulate additional leave until having returned to work for a period of thirty (30) calendar days.

Employees that are considered full time but work less than forty (40) hours per week will have their leave prorated to the number of hours they work.

## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

### LEADS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	20	30	30	80
Actual Leads				

### DEFINITE ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	4,000	n/a	n/a	4,000
Actual Room Nights				

### ACTUAL EVENT GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	n/a	n/a	12	12
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	n/a	10,000	10,000
Actual Attendees				

### ACTUAL ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	360	n/a	360
Actual Attendees				



## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

July 1, 2022 – September 30, 2022

### LEADS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	30	20	20	70
Actual Leads				

### DEFINITE ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	5,500	n/a	n/a	5,500
Actual Room Nights				

### ACTUAL EVENT GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	n/a	n/a	8	8
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	n/a	5,000	5,000
Actual Attendees				

### ACTUAL ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	360	n/a	360
Actual Attendees				

## **First Addendum to Employment Agreement**

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein “CM” or “Employer”), and KAREN CONNER (herein “Employee”) entered into that certain Employment Agreement with an Effective Date of November 1, 2021, a copy of which is attached as Exhibit “A” (the “Employment Agreement”); and

WHEREAS, the Employment Agreement provided that upon satisfaction of Sales Goals, Employee was eligible to receive Performance-Based Pay in her role as interim Director of Sales; and

WHEREAS, Employee has heretofore been eligible to receive Performance-Based Pay in her capacity as Director of Marketing; and

WHEREAS, Employer desires to allow Employee to be eligible for Performance-Based Pay in her role as Director of Marketing for the periods of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. Section IV of the Employment Agreement shall be revised to read:

### **IV. ADDITIONAL PERFORMANCE BASED PAY.**

In addition to the Base Salary set forth in Paragraph III of the Employment Agreement, commencing on April 1, 2022, the Employee may earn additional “Performance Based Pay” on an annual fiscal-year basis, as set forth herein. The following objective criteria (the “Performance Goals”) must be met or exceeded during the relevant fiscal year, or prorated portion thereof, in order for Employee to be eligible for Performance Based Pay:

1. Annual sales goals must be met by the Employer's sales department.

A. Market segments for Employer's sales department are:

- (1) Sports Development, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
- (2) Regional Sales, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
- (3) Leisure Sales, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Annual Sales Goals differ by department. Annual Sales Goals may be comprised of parts which include, but are not limited to: production of leads by the Employer's Meeting and Conventions sales department and Leisure sales department; number of definite room nights from leads generated or issued collectively by the Employer's Meetings and Conventions sales department; production of leads by Leisure sales department; actual room nights generated by the Leisure sales department; actual groups with participants from outside of Hancock, Harrison, Jackson, Stone, George and Greene Counties (the "Excluded Counties") for Sports Groups; and actual number of attendees from outside the Local Counties for Sports Groups, with the Performance Goals more particularly described as follows:



- (1) Sports Development Manager goals are comprised of (i) individual production of leads by Employee; (ii) actual events booked by Employee which are held during the relevant Performance-Based Pay Period (“Actual Events”); (iii) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the “Actual Event Attendees”); and (iv) team goals based on all eligible Sales Executives meeting their respective individual goals. The Sports Development Manager’s goals are more particularly described as follows:

(a) Leads: The MGCRCVB, through its program entitled “Coastal Mississippi,” issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the “Leads”). There are levels of Leads, as follows:

- i. Tentative I Lead (“Tentative I”): A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be

documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.

ii. Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.

iii. Geography (Sports Development only): Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").

(b) Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period.

(c) Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee Goals do not include attendance from those within the Excluded Counties.

(2) Regional Sales Managers' goals are comprised of: (i) individual production of leads by the Regional Sales Managers; (ii) number of

Definite Room Nights from leads issued by Regional Sales Managers; and (iii) team goals based on all Sales Executives meeting their respective individual goals. The Regional Sales Managers' goals are more particularly described as follows:

- (a) Leads: Same as defined in Section IV.1.B(1)(a).
- (b) Definite Room Nights: Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definite Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides not to hold the meeting, or an alternative destination is selected. If a Regional Sales Manager receives a cancellation, he/she is to obtain reasons for the cancellation.

Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales Executive would take place and will not count towards individual goals or team goals.

(3) Leisure goals are:

- (a) Leads: Same as defined in Section IV.1.B(1)(a).
- (b) Actual Room Nights: Actual Room Nights are those Leads which change status when a group within the Leisure Group market has started the group event within the requisite Performance-Based Pay period.

In order to satisfy this element for Performance Based Pay, during each applicable fiscal year, the Employer's Sales Department and Leisure Sales Department must meet the Minimum Sales Goals established by the Employer. The Sales Goals for Meetings and Conventions, Sports, and Leisure Groups for the third and fourth quarters of fiscal year 2022, are attached hereto as Exhibit "B." The Sales Goals and other goals necessary for Performance-Based Pay for each subsequent fiscal year shall be established by the Board of Commissioners on a fiscal year basis and provided to Employee prior to the beginning of each fiscal year.

2. Employee must adhere to annual budgeted revenues and expenditures as adopted (or amended) by Employer;

3. Once goals are established for any given incentive period, for the Performance-Based Pay Term does not guarantee to Employee that she will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II of the Employment Agreement.

4. In the event all Performance Goals are met or exceeded during both the third and fourth quarters of fiscal year 2022, being April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, Employee shall be entitled to receive from Employer an amount equal to five and one-half percent (5.5%) of her Base Salary in place for the fiscal year in which the Performance Goals were met. Within thirty (30) days of the Board of Commissioners' receipt of all data on which the Performance Goals are based, including the results of the annual audit, the Employer shall determine if the Performance Goals were achieved, thus entitling Employee to the Performance Based Pay. Employee must be employed by CM for an entire fiscal year in order to be eligible for incentive pay for that fiscal year, with the exception of fiscal year 2022, wherein she must remain employed through September 30, 2022 in order to be eligible for Performance Based Pay.

2. All remaining terms of the Employment Agreement remain in full force and effect. [Remainder of Page Left Intentionally Blank]

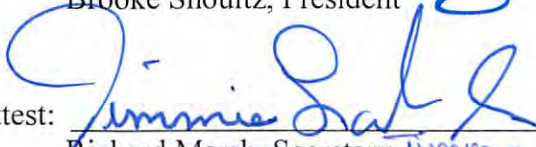
The President of Coastal Mississippi has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 31<sup>st</sup> day of March, 2022.

SO AGREED.

Date: 3-31-22

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

By:   
Brooke Shoultz, President

Attest:   
~~Richard Marsh, Secretary~~ Jimmie Lachner

Date: 4/8/22

**Employee:**

  
Karen Conner



## EMPLOYMENT AGREEMENT

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and KAREN CONNER, herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Sales Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite sales experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is currently employed and is willing to continue to be employed by Employer, and Employer is willing to continue to employ Employee as the Director of Marketing, which position is not subject to Performance-Based Pay. However, due to a current vacancy in the position of Director of Sales, Employee is also acting in the interim capacity of Director of Sales until such position is filled. This Agreement is in effect as related to Employee's position of interim Director of Sales, and shall terminate no later than March 31, 2022, as more fully set forth herein.

In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:



**I. EMPLOYMENT**

Notwithstanding her position as Director of Marketing, Employer hereby employs and engages Employee as interim Director of Sales for and on behalf of the MGCRCVB, until such time as a full-time Director of Sales commences employment with the MGCRCVB. Employee hereby accepts and agrees to such interim employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to her from time to time by the Employer.

Employee understands and agrees that she is classified as an "exempt" Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that she will at all times faithfully, industriously and to the best of her ability, experience and talents perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

**II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an "at-will" basis, and following the hiring and commencement of a new Director of Sales, Employer shall continue to employ Employee as Director of Marketing, also on an "at-will" basis. Employee's employment under this Agreement with the MGCRCVB will terminate no later than March 31, 2022, but may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless otherwise contrary to law, and as more fully set forth in the MGCRCVB's policies and procedures handbook, as may be amended from time to time. While the employment of Employee is "at-will" and for an unspecified duration, the term for the Additional Performance-Based Pay as set forth in Section IV is from November

1, 2021 through March 31, 2022 (the "Performance-Based Pay Term"), notwithstanding a new Director of Sales commencing employment with the MGCRCVB prior to March 31, 2022, as more fully described herein. If a new Director of Sales commences employment with the MGCRCVB prior to January 1, 2022, Employee shall be eligible for Performance-Based Pay for the period of November 1, 2021 through December 31, 2021, if all requirements of meeting Performance-Based Pay as set forth herein are satisfied. If a new Director of Sales commences employment with the MGCRCVB between January 1, 2022 and March 31, 2022, Employee shall remain eligible for Performance-Based Pay for the period of January 1, 2022 through March 31, 2022, if all requirements of meeting Performance-Based Pay as set forth herein are satisfied.

### **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$75,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement as allowed by law, while traveling pursuant to the Employer's directions.

### **IV. ADDITIONAL PERFORMANCE-BASED PAY**

A. Employee, being the interim Director of Sales, supervises the following Sales Executives who may qualify for performance-based pay with their respective market segments definitions set forth below:

1. Sports Development Manager, with markets to include sports conferences, participating sporting events, and state, regional and national competitions; and
2. Regional Sales Managers, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations.

Market segments not identified in subsections (1) and (2) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. **Definitions:** In addition to the base salary set forth in Paragraph III above, the Employee may earn additional performance-based pay during the Performance-Based Pay Term. "Performance-Based Pay" is comprised of the Employer's team of Sales Executives as identified in Section IV.A all meeting their respective individual sales goals in which to qualify for Performance-Based Pay. The goals for the Sales Executives differ by position, based upon the following:

1. Sports Development Manager goals are comprised of (i) individual production of leads by Employee; (ii) actual events booked by Employee which are held during the relevant Performance-Based Pay Period ("Actual Events"); (iii) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the "Actual Event Attendees"); and (iv) team goals based on all eligible Sales Executives meeting their respective individual goals. The Sports Development Manager's goals are more particularly described as follows:

(a) **Leads:** The MGCRCVB, through its program entitled "Coastal Mississippi," issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the "Leads"). There are levels of Leads, as follows:

- (1) **Tentative I Lead ("Tentative I"):** A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-

**Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.**

- (2) Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.**
- (3) Geography (Sports Development only): Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").**
- (b) Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period, with said periods more specifically set forth on Exhibit "A." Actual Events held specifically for groups and/or participants from the Excluded Counties do not apply toward Actual Event Goals. The Sports Development Manager is responsible for timely submitting evidence of the occurrence of Actual Events, to include dates and locations of the Actual Events and the principal location of the participating groups and/or participants, to ensure that they are not from within the Excluded Counties.**
- (c) Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee Goals do not include attendance from those within the Excluded Counties. The Sports Development Manager is responsible for timely submission of evidence of the dates and verification of the number of qualified attendees, defined as not residents of the Excluded Counties.**

2. Regional Sales Managers' goals are comprised of: (i) individual production of leads by the Regional Sales Managers; (ii) number of Definite Room Nights from leads issued by Regional Sales Managers; and (iii) team goals based on all Sales Executives meeting their respective individual goals. The Regional Sales Managers' goals are more particularly described as follows:

(a) Leads: Same as defined in Section IV.B.1(a).

(b) Definite Room Nights: Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definite Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides not to hold the meeting, or an alternative destination is selected. If a Regional Sales Manager receives a cancellation, he/she is to obtain reasons for the cancellation. Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales



Executive would take place and will not count towards individual goals or team goals.

(4) **Performance Incentive:** The goals for Employee will be based upon total performance by the Employer's Sales Executives reaching the team's overall goals as defined herein, with the required team goals and the incentive pay for reaching said goals set forth on Exhibit "A," attached hereto and incorporated herein by reference, which have been approved and ratified by the MGCRCVB. The performance of the Employee to qualify for Performance-Based Pay will be monitored, measured and verified by the Director of Finance and Executive Director following the end of the first and second fiscal quarters of 2022, as more fully set forth on Exhibit "A," and the incentive pay to which Employee is entitled shall be paid to Employee no later than February 1, 2022 for the Performance-Based Pay earned from November 1, 2021 through December 31, 2022, and no later than May 1, 2022 for Performance-Based Pay earned from January 1, 2022 through March 31, 2022, if any. Performance-Based Pay for employees who commence employment with MGCRCVB during a fiscal year shall be prorated for the remainder of that period. The specific goals as set forth on Exhibit "A" for the Performance-Based Pay Term must be met in order to qualify for Performance-Based Pay for that period, and any Leads of any nature in excess of the goals identified on Exhibit "A" do not carry over to a subsequent incentive period, if any. In no event shall Employee be entitled to Performance-Based Pay for any period of time in which she was not employed or does not remain employed by Employer. Further, the incentive period for the Performance-Based Pay Term does not guarantee to Employee that she will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

**VI. SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision

of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge she/it has relied on her/its own judgment in entering into this Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**X. GOVERNING LAWS**

This Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of November 1, 2021 (the "Effective Date").

[Signatures appear on next page]

WITNESS the signature of the EMPLOYEE on this, the 22 day of November 2021, but effective as of November 1, 2021, as set forth in Section XI.

EMPLOYEE:

Karen Conner

KAREN CONNER

WITNESS the signature of the EMPLOYER on this, the 28 day of October 2021, but effective as of November 1, 2021, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

BY: [Signature]  
TITLE: President

BY: [Signature]  
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 22 day of November, 2021, within my jurisdiction, the within named KAREN CONNER, who acknowledged that she executed the above and foregoing Employment Agreement for the purposes therein expressed as her voluntary act and deed.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 24, 2022

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28 day of October, 2021, within my jurisdiction, the within named BROOKE SHOULTZ and RICHARD MARSH, who acknowledged that they are the President and Secretary of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, they executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 24, 2022



## EXHIBIT "A"

### COASTAL MISSISSIPPI INCENTIVE STRUCTURE

November 1, 2021 – December 31, 2021

#### LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	13		11	24
Actual Leads				

#### DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	2,145		n/a	2,145
Actual Room Nights				

#### ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		3	3
Actual Events				

#### ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		1,980	1,980
Actual Attendees				

#### SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%

# COASTAL MISSISSIPPI INCENTIVE STRUCTURE

January 1, 2022 – March 31, 2022

## LEADS - 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	27		25	52
Actual Leads				

## DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,355		n/a	4,355
Actual Room Nights				

## ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		8	8
Actual Events				

## ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		4,020	4,020
Actual Attendees				

## SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%



## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

### LEADS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	20	30	30	80
Actual Leads				

### DEFINITE ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	4,000	n/a	n/a	4,000
Actual Room Nights				

### ACTUAL EVENT GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	n/a	n/a	12	12
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	n/a	10,000	10,000
Actual Attendees				

### ACTUAL ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	360	n/a	360
Actual Attendees				



**COASTAL MISSISSIPPI INCENTIVE STRUCTURE****July 1, 2022 – September 30, 2022****LEADS**

	<b>REGIONAL</b>	<b>LEISURE</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>ZH</b>	<b>MS</b>	
<b>Goal</b>	30	20	20	70
<b>Actual Leads</b>				

**DEFINITE ROOM NIGHTS**

	<b>REGIONAL</b>	<b>LEISURE</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>ZH</b>	<b>MS</b>	
<b>Goal</b>	5,500	n/a	n/a	5,500
<b>Actual Room Nights</b>				

**ACTUAL EVENT GOAL**

	<b>REGIONAL</b>	<b>LEISURE</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>ZH</b>	<b>MS</b>	
<b>Goal</b>	n/a	n/a	8	8
<b>Actual Events</b>				

**ACTUAL EVENT ATTENDEE GOAL**

	<b>REGIONAL</b>	<b>LEISURE</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>ZH</b>	<b>MS</b>	
<b>Attendee Goal</b>	n/a	n/a	5,000	5,000
<b>Actual Attendees</b>				

**ACTUAL ROOM NIGHTS**

	<b>REGIONAL</b>	<b>LEISURE</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>ZH</b>	<b>MS</b>	
<b>Attendee Goal</b>	n/a	360	n/a	360
<b>Actual Attendees</b>				

## **First Addendum to Employment Agreement**

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein “CM” or “Employer”), and KRIS ABBOTT (herein “Employee”) entered into that certain Employment Agreement with an Effective Date of January 18, a copy of which is attached as Exhibit “A” (the “Employment Agreement”); and

WHEREAS, due to Employee commencing her employment on January 18, 2022, being mid-quarter, the Performance-Based Pay and corresponding Incentive Pay, was not set forth in the Employment Agreement, but rather was to include Sales Goals to commence on April 1, 2022; and

WHEREAS, the Employer, by and through its Board of Commissioners, approved the Sales Goals and Performance-Based Pay for the periods of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. Employee’s Sales Goals are based on the satisfaction of team goals by the Employer’s Sales Managers, currently consisting of the Regional Sales Manager and Sports Development Manager. Sales Goals of the Director of Leisure Business Development are specifically excluded from the team goals for Employee. The Sales Goals and corresponding Performance-Based Incentive Pay for the periods of April 1, 2022 through June 30, 2022, and July 1, 2022 through September 30, 2022, are attached hereto as collective Exhibit “B.”
2. All remaining terms of the Employment Agreement remain in full force and effect.


The President of Coastal Mississippi has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 31<sup>st</sup> day of March, 2022.

SO AGREED.

Date: 3-31-22

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

By:   
Brooke Shoultz, President

Attest:   
Richard Marsh, Secretary Jimmie Ladner

Date: 4-11-2022

**Employee:**

  
Kris Abbott



## EMPLOYMENT AGREEMENT

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and KRIS ABBOTT, herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Sales Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite sales experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is willing to be employed by Employer, and Employer is willing to employ Employee as the Director of Sales, which position will be subject to Performance-Based Pay effective April 1, 2022, as more fully set forth herein.

3) In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:



**I. EMPLOYMENT**

Employer hereby employs and engages Employee as Director of Sales for and on behalf of the MGCRCVB. Employee hereby accepts and agrees to such employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to her from time to time by the Employer.

Employee understands and agrees that she is classified as an "exempt" Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that she will at all times faithfully, industriously and to the best of her ability, experience and talents perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

**II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an "at-will" basis. Employee's employment under this Agreement with the MGCRCVB will commence on January 18, 2022, is for an unspecified duration, and may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless



otherwise contrary to law, and as more fully set forth in the MGCRCVB's policies and procedures handbook, as may be amended from time to time.

### **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$85,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement and as allowed by law, while traveling pursuant to the Employer's directions.

### **IV. ADDITIONAL PERFORMANCE-BASED PAY**

A. Employee, being the Director of Sales, supervises the following Sales Executives who may qualify for performance-based pay with their respective market segment definitions set forth below:

1. Sports Development Manager, with markets to include sports conferences, participating sporting events, and state, regional and national competitions; and
2. Regional Sales Managers, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations.

Market segments not identified in subsections (1) and (2) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Definitions: In addition to the base salary set forth in Paragraph III above, commencing on April 1, 2022, the Employee may earn additional performance-based pay during the Performance-Based Pay Term. "Performance-Based Pay" is comprised of the Employer's team of Sales Executives as identified in Section IV.A all meeting their respective individual sales goals in which to qualify for Performance-Based Pay. The goals for the Sales Executives differ by position, based upon the following:

1. Sports Development Manager goals are comprised of (i) individual production of leads by Employee; (ii) actual events booked by Employee which are held during the relevant Performance-Based Pay Period ("Actual Events"); (iii) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the "Actual Event Attendees"); and (iv) team goals based on all eligible Sales Executives meeting their respective individual goals. The Sports Development Manager's goals are more particularly described as follows:

- (a) Leads: The MGCRCVB, through its program entitled "Coastal Mississippi," issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the "Leads"). There are levels of Leads, as follows:

- (1) Tentative I Lead ("Tentative I"): A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation

platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.

(2) Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.

(3) Geography (Sports Development only): Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").

(b) Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period, with said periods more specifically set forth on Exhibit "A." Actual

Events held specifically for groups and/or participants from the Excluded Counties do not apply toward Actual Event Goals. The Sports Development Manager is responsible for timely submitting evidence of the occurrence of Actual Events, to include dates and locations of the Actual Events and the principal location of the participating groups and/or participants, to ensure that they are not from within the Excluded Counties.

- (c) Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee Goals do not include attendance from those within the Excluded Counties. The Sports Development Manager is responsible for timely submission of evidence of the dates and verification of the number of qualified attendees, defined as not residents of the Excluded Counties.

- 2. Regional Sales Managers' goals are comprised of: (i) individual production of leads by the Regional Sales Managers; (ii) number of Definite Room Nights from leads issued by Regional Sales Managers; and (iii) team goals based on all Sales Executives meeting their respective individual goals. The Regional Sales Managers' goals are more particularly described as follows:

- (a) Leads: Same as defined in Section IV.B.1(a).

- (b) **Definite Room Nights:** Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definité Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides not to hold the meeting, or an alternative destination is selected. If a Regional Sales Manager receives a cancellation, he/she is to obtain reasons for the cancellation. Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales

Executive would take place and will not count towards individual goals or team goals.

(4) **Performance Incentive:** The goals for Employee's Performance-Based Pay will be determined on or before March 31, 2022, and will be based, at least in part, upon total performance by the Employer's Sales Executives reaching the team's overall goals as defined herein. However, once such goals are established, any such incentive period for the Performance-Based Pay Term does not guarantee to Employee that she will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

As an additional benefit, the Employer shall reimburse the Employee an amount up to Ten Thousand Dollars (\$10,000.00) as a relocation allowance to compensate her for her moving expenses incurred in connection with relocating the personalty of Employee from her current residence in Dallas, Texas, to Hancock, Harrison or Jackson County, Mississippi (the "Relocation Allowance"). The Relocation Allowance is reimbursable to Employee rather than paid in advance. Employee shall be reimbursed her Relocation Allowance, up to Ten Thousand Dollars (\$10,000.00), within sixty (60) days of presentation to Employer of receipts evidencing such expenses specifically related to her relocation from Texas. No additional sums will be paid or reimbursed by Employer with respect to costs incurred in



connection with the relocation of the personal belongings of Employee and/or her immediate family to Hancock, Harrison or Jackson County, Mississippi.

In the event the Employee chooses to leave or separate from the employment of Employer for any reason whatsoever, with the exception of disability or death, prior to completion of twelve (12) full and consecutive months of employment, Employee shall reimburse to Employer a pro-rata portion of all Relocation Expenses paid by Employer. Employee shall pay said reimbursement to Employer on or before her last day of employment with Employer. In the alternative, Employee hereby agrees to allow Employer to offset the balance due Employer and to deduct the same from the final paycheck(s) of the Employee, with Employee paying to Employer any remaining balance due on or before her last day of employment with Employer.

**VI. SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge she/it has relied on her/its own judgment in entering into this Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**X. GOVERNING LAWS**

This Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of January 18, 2022 (the "Effective Date").

[Signatures appear on next page]

WITNESS the signature of the EMPLOYEE on this, the 2 day of <sup>Feb</sup>~~January~~, 2022, but effective as of January 18, 2022, as set forth in Section XI.

EMPLOYEE:



KRIS ABBOTT

WITNESS the signature of the EMPLOYER on this, the \_\_\_\_ day of January, 2022, but effective as of January 18, 2022, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

BY: \_\_\_\_\_  
TITLE: President

BY: \_\_\_\_\_  
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

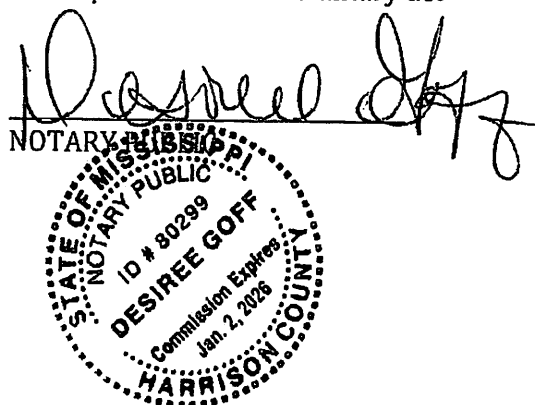
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 2 day of ~~January~~<sup>Feb</sup>, 2022, within my jurisdiction, the within named KRIS ABBOTT, who acknowledged that she executed the above and foregoing Employment Agreement for the purposes therein expressed as her voluntary act and deed.

MY COMMISSION EXPIRES:

Jan 2 2026

STATE OF MISSISSIPPI

COUNTY OF HARRISON



PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this \_\_\_\_ day of January, 2022, within my jurisdiction, the within named BROOKE SHOULTZ and RICHARD MARSH, who acknowledged that they are the President and Secretary of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, they executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

WITNESS the signature of the EMPLOYEE on this, the \_\_\_\_ day of January, 2022, but effective as of January 18, 2022, as set forth in Section XI.

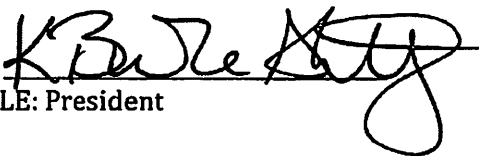
EMPLOYEE:

\_\_\_\_\_  
KRIS ABBOTT

WITNESS the signature of the EMPLOYER on this, the 25<sup>th</sup> day of January, 2022, but effective as of January ~~18~~<sup>18</sup>, 2022, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

BY:   
TITLE: President

BY: \_\_\_\_\_  
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this \_\_\_\_\_ day of January, 2022, within my jurisdiction, the within named KRIS ABBOTT, who acknowledged that she executed the above and foregoing Employment Agreement for the purposes therein expressed as her voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 25<sup>th</sup> day of January, 2022, within my jurisdiction, the within named BROOKE SHOULTZ, who acknowledged that she is the President of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, she executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

MY COMMISSION EXPIRES:

9/20/2023



Janet N. Fowler  
NOTARY PUBLIC



## **EXHIBIT "A"**

**The Performance-Based Bay periods shall be effective April 1, 2022 and this Exhibit shall be amended to reflect the Performance-Based Pay periods approved by the Board of Commissioners on or before March 31, 2022.**

## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

### LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	20		30	50
Actual Leads				

### DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,000		n/a	4,000
Actual Room Nights				

### ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		12	12
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		10,000	10,000
Actual Attendees				

### SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KA
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	3.75%
TOTALS	2.75%		2.75%	3.75%



**COASTAL MISSISSIPPI INCENTIVE STRUCTURE****July 1, 2022 – September 30, 2022****LEADS – 1%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	30		20	50
Actual Leads				

**DEFINITE ROOM NIGHTS - 1.25%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	5,500		n/a	5,500
Actual Room Nights				

**ACTUAL EVENT GOAL - .75%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		8	8
Actual Events				

**ACTUAL EVENT ATTENDEE GOAL - .5%**

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		5,000	5,000
Actual Attendees				

**SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KA
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	3.75%
TOTALS	2.75%		2.75%	3.75%

## **First Addendum to Employment Agreement**

WHEREAS, on the 28<sup>th</sup> day of October, 2021, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein “CM” or “Employer”), and MARQUEZ E. SINGLETON (herein “Employee”) entered into that certain Employment Agreement, a copy of which is attached as Exhibit “A” (the “Employment Agreement”); and

WHEREAS, the Employee’s Base Salary is \$48,000.00 per annum, paid in equal monthly installments, which became effective on January 1, 2022; and

WHEREAS, the Performance-Based Pay Period for the Incentive Pay, as set forth in the Employment Agreement, included goals from November 1, 2021 through March 31, 2022; and

WHEREAS, the Employer, by and through its Board of Commissioners, approved the Sales Goals and Performance-Based Pay for the period of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. The foregoing recitals are incorporated into this First Addendum.
2. Employee’s Sales Goals, consisting of Leads, Actual Events, and Actual Event Attendees, for the Performance-Based Pay Term of April 1, 2022 through June 30, 2022, and July 1, 2022 through September 30, 2022, are attached hereto as collective Exhibit “B.”
3. All remaining terms of the Employment Agreement not addressed herein remain in full force and effect.

The President of Coastal Mississippi has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 24<sup>th</sup> day of March, 2022.

SO AGREED.

Date: 3/31/22

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

By: Brooke Shultz, President

Attest: \_\_\_\_\_

Date: 4/20/22

Employee: Marquez E. Singleton



## EMPLOYMENT AGREEMENT

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and MARQUEZ E. SINGLETON herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Sales Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite sales experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is currently employed and is willing to continue to be employed by Employer, and Employer is willing to continue to employ Employee as the Sports Development Manager on the terms, covenants and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:

### **I. EMPLOYMENT**

Employer hereby continues to employ and engage Employee as Sports Development Manager for and on behalf of the MGCRCVB. Employee hereby accepts and agrees to such continuation of employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its



Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to him from time to time by the Employer.

Employee understands and agrees that he is classified as an "exempt" Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that he will at all times faithfully, industriously and to the best of his ability, experience and talents perform all duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

## **II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an "at-will" basis. Employee's employment under this Agreement with the MGCRCVB is for an unspecified duration and may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless otherwise contrary to law, and as more fully set forth in the MGCRCVB's policies and procedures handbook, as may be amended from time to time. While the employment of Employee is "at-will" and for an unspecified duration, the term for the Additional Performance-Based Pay as set forth in Section IV is from November 1, 2021 through September 30, 2022 (the "Performance-Based Pay Term"), as more fully described herein.

## **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$46,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement as allowed by law, while traveling pursuant to the Employer's directions.



#### **IV. ADDITIONAL PERFORMANCE-BASED PAY**

A. The following Sales Executives may qualify for performance-based pay during the Performance-Based Pay Term, with their respective market segments set forth below:

1. Sports Development Manager, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
2. Regional Sales Managers (2), with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
3. Leisure Business Development Director, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Definition: In addition to the base salary set forth in Paragraph III above, the Employee may earn additional performance-based pay during the Performance-Based Pay Term. "Performance-Based Pay" as it relates to Employee<sup>1</sup> is comprised of: (1) individual production of leads by Employee; (2) actual events booked by Employee which are held during the relevant Performance-Based Pay Period ("Actual Events"); (3) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the "Actual Event Attendees"); and (4) team goals based on the Regional Sales Manager(s) and Sports Development Manager meeting their respective individual goals. The Employee's goals are more particularly described as follows:

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<sup>1</sup> Goals for Performance-Based Pay for the Regional Sales Managers differ from those of Employee. Only those Goals applicable to Employee are set forth herein. Team Goals, inclusive of all eligible Sales Executives, are set forth on Exhibit A.

C. Leads: The MGCRCVB, through its program entitled "Coastal Mississippi," issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the "Leads"). There are levels of Leads, as follows:

1. Tentative I Lead ("Tentative I"): A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.
2. Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.
3. Geography: Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").

D. Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period, with said periods more specifically set forth on Exhibit "A." Actual Events held specifically for groups and/or participants from the Excluded Counties do not apply toward Actual Event Goals. Employee is responsible for timely submitting evidence of the occurrence of Actual Events, to include dates and locations of the Actual Events and the principal location of the participating groups and/or participants, to ensure that they are not from within the Excluded Counties.

E. Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee Goals do not include attendance from those within the Excluded Counties. Employee is responsible

for timely submission of evidence of the dates and verification of the number of qualified attendees, defined as not residents of the Excluded Counties.

F. Employee is responsible for timely submission of evidence of the dates and locations of the Actual Events and number of attendees.

G. Performance Incentive: The goals for Employee will be based upon total performance in Leads, Actual Events, and Actual Event Attendees. An incentive is also paid on the Employer's team of eligible Sales Executives reaching their respective individual goals. Employee's specific individual and team goals and the incentive pay for reaching the goals for the period of November 1, 2021 through March 31, 2022 are set forth on Exhibit "A," attached hereto and incorporated herein by reference, which have been approved and ratified by the MGCRCVB. The goals for the third and fourth quarters of fiscal year 2022, being April 1, 2022 through September 30, 2022, shall be approved and ratified by the MGCRCVB on or before March 1, 2022, with an addendum hereto to be signed by Employer and Employee before March 31, 2022. The performance of the Employee to qualify for Performance-Based Pay will be monitored, measured and verified by the Sales Executive's Supervisor, Director of Finance, and Executive Director following the end of the first and second fiscal quarters of 2022, as more fully set forth on Exhibit "A," and the incentive pay to which Employee is entitled shall be paid to Employee no later than February 1, 2022 for the Performance-Based Pay earned from November 1, 2021 through December 31, 2021, no later than May 1, 2022 for Performance-Based Pay earned from January 1, 2022 through March 31, 2022, and no later than November 1, 2022 for Performance-Based Pay earned from April 1, 2022 through September 30, 2022. Performance-Based Pay for employees who commence employment with MGCRCVB during a fiscal year shall be prorated for the remainder of that period. The specific goals as set forth on Exhibit "A" for the Performance-Based Pay Term must be met in order to qualify for Performance-Based Pay for that period, and any Leads of any nature in excess of the goals identified on Exhibit "A" do not carry over to a subsequent incentive period, if any. In no event shall Employee be entitled to Performance-Based Pay for any period of time in which he was not employed or does not remain employed by Employer. Further, the incentive period for the Performance-Based Pay Term does not guarantee to Employee that he will remain employed by Employer for the

entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

**VI. SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge he/it has relied on his/its own judgment in entering into this Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**X. GOVERNING LAWS**

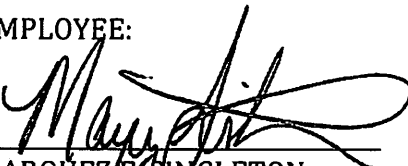
This Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of November 1, 2021 (the "Effective Date").

WITNESS the signature of the EMPLOYEE on this, the 22 day of November, 2021, but effective as of November 1, 2021, as set forth in Section XI.


EMPLOYEE:

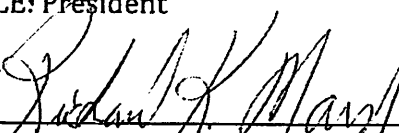
  
MARQUEZ E. SINGLETON

WITNESS the signature of the EMPLOYER on this, the 28 day of October, 2021, but effective as of November 1, 2021, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

BY:   
TITLE: President

BY:   
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 22 day of November 2021, within my jurisdiction, the within named MARQUEZ E. SINGLETON, who acknowledged that he executed the above and foregoing Employment Agreement for the purposes therein expressed as his voluntary act and deed.

  
NOTARY PUBLIC

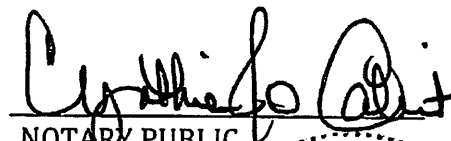
MY COMMISSION EXPIRES:

Oct 24, 2022

STATE OF MISSISSIPPI

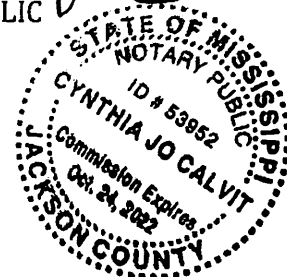
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28 day of October, 2021, within my jurisdiction, the within named BROOKE SHOULTZ and RICHARD MARSH, who acknowledged that they are the President and Secretary of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, they executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 24, 2022



## EXHIBIT "A"

### COASTAL MISSISSIPPI INCENTIVE STRUCTURE

November 1, 2021 – December 31, 2021

#### LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	13		11	24
Actual Leads				

#### DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	2,145		n/a	2,145
Actual Room Nights				

#### ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		3	3
Actual Events				

#### ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		1,980	1,980
Actual Attendees				

#### SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%



# COASTAL MISSISSIPPI INCENTIVE STRUCTURE

January 1, 2022 – March 31, 2022

## LEADS - 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	27		25	52
Actual Leads				

## DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,355		n/a	4,355
Actual Room Nights				

## ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		8	8
Actual Events				

## ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		4,020	4,020
Actual Attendees				

## SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KC
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	2.75%
TOTALS	2.75%		2.75%	2.75%

# COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

## LEADS – 1%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	20		30	50
Actual Leads				

## DEFINITE ROOM NIGHTS - 1.25%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	4,000		n/a	4,000
Actual Room Nights				

## ACTUAL EVENT GOAL - .75%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Goal	n/a		12	12
Actual Events				

## ACTUAL EVENT ATTENDEE GOAL - .5%

	REGIONAL	REGIONAL	SPORTS	TEAM GOALS
	AC	Vacant	MS	
Attendee Goal	n/a		10,000	10,000
Actual Attendees				

## SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	REGIONAL	REGIONAL	SPORTS	DIRECTOR OF SALES
	AC	Vacant	MS	KA
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	3.75%
TOTALS	2.75%		2.75%	3.75%



**COASTAL MISSISSIPPI INCENTIVE STRUCTURE****July 1, 2022 – September 30, 2022****LEADS – 1%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
Goal	30		20	50
Actual Leads				

**DEFINITE ROOM NIGHTS - 1.25%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
Goal	5,500		n/a	5,500
Actual Room Nights				

**ACTUAL EVENT GOAL - .75%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
Goal	n/a		8	8
Actual Events				

**ACTUAL EVENT ATTENDEE GOAL - .5%**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>TEAM GOALS</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	
Attendee Goal	n/a		5,000	5,000
Actual Attendees				

**SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	<b>REGIONAL</b>	<b>REGIONAL</b>	<b>SPORTS</b>	<b>DIRECTOR OF SALES</b>
	<b>AC</b>	<b>Vacant</b>	<b>MS</b>	<b>KA</b>
Leads	1%		1%	n/a
Definite Room Nights	1.25%		n/a	n/a
Actual Events	n/a		.75%	n/a
Actual Attendees	n/a		.5%	n/a
Team Goals	.5%		.5%	3.75%
TOTALS	2.75%		2.75%	3.75%

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and PATRICIA MEAGHER, herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is currently employed and is willing to continue to be employed by Employer, and Employer is willing to continue to employ Employee as the Director of Communications on the terms, covenants and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:

### **I. EMPLOYMENT**

Employer hereby continues to employ and engage Employee as Director of Communications for and on behalf of the MGCRCVB. Employee hereby accepts and agrees to such continuation of employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its

Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to her from time to time by the Employer.

Employee understands and agrees that she is classified as an “exempt” Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that she will at all times faithfully, industriously and to the best of her ability, experience and talents perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

## **II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an “at-will” basis. Employee’s employment under this Agreement with the MGCRCVB is for an unspecified duration and may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless otherwise contrary to law, and as more fully set forth in the MGCRCVB’s policies and procedures handbook, as may be amended from time to time. While the employment of Employee is “at-will” and for an unspecified duration, the term for the Additional Performance-Based Pay as set forth in Section IV is from April 1, 2022 through September 30, 2022 (the “Performance-Based Pay Term”), as more fully described herein.

## **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$78,000.00 per annum. Employee’s salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement as allowed by law, while traveling pursuant to the Employer’s directions.

#### **IV. ADDITIONAL PERFORMANCE-BASED PAY**

In addition to the Base Salary set forth in Paragraph III of the Employment Agreement, commencing on April 1, 2022, the Employee may earn additional “Performance Based Pay” on an annual fiscal-year basis, as set forth herein. The following objective criteria (the “Performance Goals”) must be met or exceeded during the relevant fiscal year, or prorated portion thereof, in order for Employee to be eligible for Performance Based Pay:

1. Annual sales goals must be met by the Employer’s sales department.
  - A. Market segments for Employer’s sales department are:
    - (1) Sports Development, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
    - (2) Regional Sales, with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
    - (3) Leisure Sales, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Annual Sales Goals differ by department. Annual Sales Goals may be comprised of parts which include, but are not limited to: production of leads by the Employer’s Meeting and Conventions sales department and Leisure sales department; number of definite room nights from leads generated or issued collectively by the Employer’s Meetings and Conventions

sales department; production of leads by Leisure sales department; actual room nights generated by the Leisure sales department; actual groups with participants from outside of Hancock, Harrison, Jackson, Stone, George and Greene Counties (the “Excluded Counties”) for Sports Groups; and actual number of attendees from outside the Local Counties for Sports Groups, with the Performance Goals more particularly described as follows:

- (1) Sports Development Manager goals are comprised of (i) individual production of leads by Employee; (ii) actual events booked by Employee which are held during the relevant Performance-Based Pay Period (“Actual Events”); (iii) actual number of attendees at Actual Events held during the relevant Performance-Based Pay Period (the “Actual Event Attendees”); and (iv) team goals based on all eligible Sales Executives meeting their respective individual goals. The Sports Development Manager’s goals are more particularly described as follows:

- (a) Leads: The MGCRCVB, through its program entitled “Coastal Mississippi,” issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the “Leads”). There are levels of Leads, as follows:

- i. Tentative I Lead (“Tentative I”): A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by



the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.

ii. Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.

iii. Geography (Sports Development only): Leads for events specifically for groups/participants in the following Mississippi counties do not apply towards the Lead goals: Hancock, Harrison, Jackson, Pearl River, Stone and George (the "Excluded Counties").

(b) Actual Events: Actual Events are those Leads which change status upon the occurrence of an event. Actual Events must take place within the requisite Performance-Based Pay period.

(c) Actual Event Attendees are based upon the number of attendees at the Actual Events during the relevant Performed Based Pay Period. The Actual Event Attendee

Goals do not include attendance from those within the Excluded Counties.

- (2) Regional Sales Managers' goals are comprised of: (i) individual production of leads by the Regional Sales Managers; (ii) number of Definite Room Nights from leads issued by Regional Sales Managers; and (iii) team goals based on all Sales Executives meeting their respective individual goals. The Regional Sales Managers' goals are more particularly described as follows:

- (a) Leads: Same as defined in Section IV.1.B(1)(a).
- (b) Definite Room Nights: Definite Room Nights are those Tentative II Leads which change status after confirmation of a signed contract with a hotel and/or the Mississippi Coast Convention Center (the "Convention Center") is received by the appropriate Sales Executive. Additional documentation must reflect room flow and the signature pages in order to be processed. In the event the group does not sign hotel contracts, the Tentative II Lead status cannot be changed to a Definite Room Night until after the group's event is concluded and the room nights can be verified through a Definite Booking procedure, which is a survey of rooms utilized by a group. Further, the number of rooms, nights and dates of stay must be verified with the applicable hotel and must be entered into the CRM system. Cancellations of Definite Room Nights are processed when the client decides

not to hold the meeting, or an alternative destination is selected. If a Regional Sales Manager receives a cancellation, he/she is to obtain reasons for the cancellation. Definite Room Nights that are cancelled will be automatically deducted from the team's overall Definite Room Night goals upon cancellation being entered into the CRM system. Should the booking and cancellation take place in the same fiscal year, a reduction of Definite Room Nights for both the team and the booking Sales Executive would take place and will not count towards individual goals or team goals.

- (3) Leisure goals are:
  - (a) Leads: Same as defined in Section IV.1.B(1)(a).
  - (b) Actual Room Nights: Actual Room Nights are those Leads which change status when a group within the Leisure Group market has started the group event within the requisite Performance-Based Pay period.

In order to satisfy this element for Performance Based Pay, during each applicable fiscal year, the Employer's Sales Department and Leisure Sales Department must meet the Minimum Sales Goals established by the Employer. The Sales Goals for Meetings and Conventions, Sports, and Leisure Groups for the third and fourth quarters of fiscal year 2022, are attached hereto as Exhibit "A." The Sales Goals and other goals necessary for Performance-Based Pay for each subsequent fiscal year shall be established by the Board of Commissioners on a fiscal year basis and provided to Employee prior to the beginning of each fiscal year.

2. Employee must adhere to annual budgeted revenues and expenditures as adopted (or amended) by Employer;

3. Once goals are established for any given incentive period, any such incentive period for the Performance-Based Pay Term does not guarantee to Employee that she will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II of the Employment Agreement.

4. In the event all Performance Goals are met or exceeded during both the third *and* fourth quarters of fiscal year 2022, being April 1, 2022 through June 30, 2022 *and* July 1, 2022 through September 30, 2022, Employee shall be entitled to receive from Employer an amount equal to five and one-half percent (5.5%) of her Base Salary in place for the fiscal year in which the Performance Goals were met. Within thirty (30) days of the Board of Commissioners' receipt of all data on which the Performance Goals are based, including the results of the annual audit, the Employer shall determine if the Performance Goals were achieved, thus entitling Employee to the Performance Based Pay. Employee must be employed by CM for an entire fiscal year in order to be eligible for incentive pay for that fiscal year, with the exception of fiscal year 2022, wherein she must remain employed through September 30, 2022 in order to be eligible for Performance Based Pay.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

**VI. SEVERABILITY**

The invalidity of any portion of this First Amended Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this First Amended Agreement is held to be invalid, the parties agree

that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this First Amended Agreement to insist upon the performance of any of the term(s) and condition(s) of this First Amended Agreement, or the waiver of any breach of any term(s) and condition(s) of this First Amended Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This First Amended Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this First Amended Agreement, except such representations as are specifically set forth in this First Amended Agreement and each of the parties acknowledge she/it has relied on her/its own judgment in entering into this First Amended Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this First Amended Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this First Amended Agreement.

**X. GOVERNING LAWS**

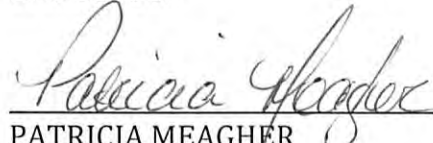
This First Amended Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of April 1, 2022 (the "Effective Date"), which is the effective date of the approval of the sales and marketing goals by the Board of Commissioners of the MGCRCVB, with the Performance-Based Pay Term of April 1, 2022 through September 30, 2022.

WITNESS the signature of the EMPLOYEE on this, the 31<sup>st</sup> day of March, 2022.

EMPLOYEE:

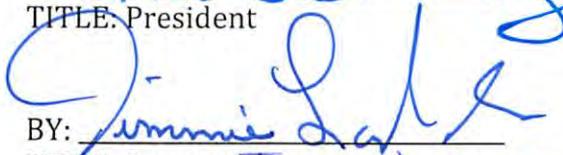

  
PATRICIA MEAGHER

WITNESS the signature of the EMPLOYER on this, the 31<sup>st</sup> day of March, 2022.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

BY:   
TITLE: President

BY:   
TITLE: Secretary 

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 31<sup>st</sup> day of March, 2022, within my jurisdiction, the within named PATRICIA MEAGHER, who acknowledged that she executed the above and foregoing First Amended and Restated Employment Agreement for the purposes therein expressed as her voluntary act and deed.

Shalanda Ferguson  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 7, 2023





## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

April 1, 2022 – June 30, 2022

### LEADS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	20	30	30	80
Actual Leads				

### DEFINITE ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	4,000	n/a	n/a	4,000
Actual Room Nights				

### ACTUAL EVENT GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	n/a	n/a	12	12
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	n/a	10,000	10,000
Actual Attendees				

### ACTUAL ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	360	n/a	360
Actual Attendees				



## COASTAL MISSISSIPPI INCENTIVE STRUCTURE

July 1, 2022 – September 30, 2022

### LEADS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	30	20	20	70
Actual Leads				

### DEFINITE ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	5,500	n/a	n/a	5,500
Actual Room Nights				

### ACTUAL EVENT GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Goal	n/a	n/a	8	8
Actual Events				

### ACTUAL EVENT ATTENDEE GOAL

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	n/a	5,000	5,000
Actual Attendees				

### ACTUAL ROOM NIGHTS

	REGIONAL	LEISURE	SPORTS	TEAM GOALS
	AC	ZH	MS	
Attendee Goal	n/a	360	n/a	360
Actual Attendees				

## **Second Addendum to Employment Agreement**

WHEREAS, on the 28<sup>th</sup> day of October, 2021, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI (herein “CM” or “Employer”), and ZACHARY HOLIFIELD (herein “Employee”) entered into that certain Employment Agreement, a copy of which is attached as Exhibit “A” (the “Employment Agreement”); and

WHEREAS, on February 24, 2022, the Employer and Employee executed the First Addendum to Employment Agreement, a copy of which is attached as Exhibit “B”; and

WHEREAS, the Performance-Based Pay Period for the Incentive Pay, as set forth in the Employment Agreement, included goals from November 1, 2021 through March 31, 2022; and

WHEREAS, the Employer, by and through its Board of Commissioners, approved the Sales Goals and Performance-Based Pay for the periods of April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022, thus necessitating this Addendum.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. Employee’s Sales Goals, consisting of Leads and Actual Room Nights, for the Performance-Based Pay Term of April 1, 2022 through June 30, 2022, and July 1, 2022 through September 30, 2022, are attached hereto as collective Exhibit “C.”

2. All remaining terms of the Employment Agreement and First Addendum to Employment Agreement remain in full force and effect.

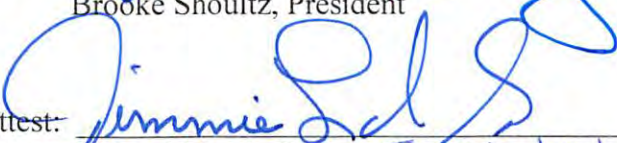
The President of Coastal Mississippi has been authorized to execute this Second Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of Coastal Mississippi at its meeting on the 31<sup>st</sup> day of March, 2022.

SO AGREED.

Date: 3-31-22

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

By:   
Brooke Shoultz, President

Attest:   
~~Richard Marsh, Secretary~~ Jimmie Ladner

Date: \_\_\_\_\_

**Employee:**

  
Zachary Holifield



## EMPLOYMENT AGREEMENT

This Employment Agreement (herein the "Agreement") is made and entered into by and between the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU (herein "MGCRCVB"), a public agency created pursuant to H.B. 1716, duly organized and existing under Local and Private Laws of Mississippi General Session 2013, with its principal place of operation at the City of Biloxi, County of Harrison, State of Mississippi, and doing business as COASTAL MISSISSIPPI, hereinafter referred to as "Employer," and ZACHARY HOLIFIELD herein referred to as "Employee."

### WITNESSETH:

The parties hereby recite and declare as follows:

1) Employer is created under H.B. 1716, Local and Private Laws of 2013, for the purposes of advertising, promoting conventions and tourism and bringing into favorable notice the opportunities, possibilities and tourism resources of Hancock, Harrison and Jackson Counties, Mississippi. The MGCRCVB maintains its offices in the City of Biloxi, County of Harrison, State of Mississippi.

2) The MGCRCVB employs a staff of Sales Executives in order to further the purposes set forth in the preceding paragraph. Employee has the requisite sales experience to assist the MGCRCVB in furthering the above designated objectives, purposes and activities. Employee is currently employed and is willing to continue to be employed by Employer, and Employer is willing to continue to employ Employee as the Director of Leisure Business Development on the terms, covenants and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein, the Employer and Employee covenant and agree to this Agreement as follows, to-wit:

### **I. EMPLOYMENT**

Employer hereby continues to employ and engage Employee as the Director of Leisure Business Development for and on behalf of the MGCRCVB. Employee hereby accepts and agrees to such continuation of employment subject to all applicable federal, state and local rules and regulations; the policies and procedures promulgated and adopted by the



Employer; and the general supervision and pursuant to the orders, advice and direction of the Employer, its Board of Commissioners, and the Executive Director. Employee shall perform such duties and responsibilities as may be assigned to him from time to time by the Employer.

Employee understands and agrees that he is classified as an "exempt" Employee as defined under the Fair Labor Standards Act, as amended, and the personnel policies adopted by the MGCRCVB, and that he will at all times faithfully, industriously and to the best of his ability, experience and talents perform all duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer, irrespective of the number of hours necessary to accomplish the task and responsibilities under the terms of this Agreement. Such duties shall be rendered at the offices of the MGCRCVB in the City of Biloxi, County of Harrison, State of Mississippi, and at such other place or places as Employer from time to time shall in good faith require or as the interest, needs, business or opportunity of Employer shall require.

## **II. AT-WILL EMPLOYMENT**

The Employer shall employ Employee pursuant to this Agreement on an "at-will" basis. Employee's employment under this Agreement with the MGCRCVB is for an unspecified duration and may be terminated at any time by either Employee or the MGCRCVB, for any or no reason, with or without prior notice, unless otherwise contrary to law, and as more fully set forth in the MGCRCVB's policies and procedures handbook, as may be amended from time to time. While the employment of Employee is "at-will" and for an unspecified duration, the term for the Additional Performance-Based Pay as set forth in Section IV is from November 1, 2021 through September 30, 2022 (the "Performance-Based Pay Term"), as more fully described herein.

## **III. COMPENSATION**

As of the Effective Date, as defined herein, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$70,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer

shall reimburse Employee for all necessary expenses incurred by Employee, during this Agreement as allowed by law, while traveling pursuant to the Employer's directions.

**IV. ADDITIONAL PERFORMANCE-BASED PAY**

A. The following Sales Executives may qualify for performance-based pay during the Performance-Based Pay Term, with their respective market segments set forth below:

1. Sports Development Manager, with markets to include sports conferences, participating sporting events, and state, regional and national competitions;
2. Regional Sales Managers (2), with groups to include regional associations, as well as regional corporate, social, pharmaceutical, medical, military, education, religious, and fraternal organizations; and
3. Leisure Business Development Director, with markets to include tour and travel bus groups, domestic and international receptives, and tour operators.

Market segments not identified in subsections (1) through (3) above, which may include, but are not limited to, family reunions and military reunions, will continue to be handled by the appropriate Sales Executive, but do not qualify for the Performance-Based Pay detailed below.

B. Definition: In addition to the base salary set forth in Paragraph III above, the Employee may earn additional performance-based pay during the Performance-Based Pay Term. "Performance-Based Pay" as it relates to Employee<sup>1</sup> is comprised of: (1) individual production of leads by Employee; and (2) actual events booked by Employee which are held during the relevant Performance-Based Pay Period ("Actual Events"). The Employee's goals are more particularly described as follows:

C. Leads: The MGCRCVB, through its program entitled "Coastal Mississippi," issues leads to lodging facilities such as hotels, motels and bed and breakfast facilities, as requested by meeting and group clients (the "Leads"). There are levels of Leads, as follows:

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<sup>1</sup> Goals for Performance-Based Pay for the Regional Sales Managers and Sports Development Manager differ from those of Employee. Only those Goals applicable to Employee are set forth herein.



1. Tentative I Lead ("Tentative I"): A Tentative I Lead is a lead in which a Request for Proposal is received by MGCRCVB from a client, organization, or lead generation platform (Cvent). All Tentative I Leads must be vetted by the appropriate Sales Executive and entered into the CRM system. Unless the lead involves a first-time meeting of a group, a three-year history is required in order to validate the number of room nights. Any changes in a Tentative I Lead, e.g. meeting dates, decision dates, contacts, etc., must be documented, and the Tentative I Lead will only qualify once for Performance-Based Pay. All cancellations of Tentative I Leads must be accompanied by as much information as possible with respect to the reason for cancellation.
2. Tentative II Lead: A Tentative II Lead is one which is ready to confirm. This is strictly a code for monitoring a Tentative Lead's progression.

D. Actual Room Nights: Actual Room Nights are those Leads which change status when a group within the Leisure Group market has started the group event within the requisite Performance-Based Pay period, with said periods more specifically set forth on Exhibit "A." Employee is responsible for timely submitting evidence of the Actual Room Nights, to including dates of stays, and lodging facilities of attendees.

E. Performance Incentive: The goals for Employee will be based upon total performance in Leads and Actual Room Nights. Employee's specific individual goals and the incentive pay for reaching the goals for the period of November 1, 2021 through March 31, 2022 are set forth on Exhibit "A," attached hereto and incorporated herein by reference, which have been approved and ratified by the MGCRCVB. The goals for the third and fourth quarters of fiscal year 2022, being April 1, 2022 through September 30, 2022, shall be approved and ratified by the MGCRCVB on or before March 1, 2022, with an addendum hereto to be signed by Employer and Employee before March 31, 2022. The performance of the Employee to qualify for Performance-Based Pay will be monitored, measured and verified by the Director of Finance and Executive Director following the end of the first and second fiscal quarters of 2022, as more fully set forth on Exhibit "A," and the incentive pay to which Employee is entitled shall be paid to Employee no later than February 1, 2022 for the Performance-Based Pay earned from November 1, 2021 through December 31, 2021, no

later than May 1, 2022 for Performance-Based Pay earned from January 1, 2022 through March 31, 2022, and no later than November 1, 2022 for Performance-Based Pay earned from April 1, 2022 through September 30, 2022. Performance-Based Pay for employees who commence employment with MGCRCVB during a fiscal year shall be prorated for the remainder of that period. The specific goals as set forth on Exhibit "A" for the Performance-Based Pay Term must be met in order to qualify for Performance-Based Pay for that period, and any Leads or Actual Room Nights of any nature in excess of the goals identified on Exhibit "A" do not carry over to a subsequent incentive period, if any. In no event shall Employee be entitled to Performance-Based Pay for any period of time in which he was not employed or does not remain employed by Employer. Further, the incentive period for the Performance-Based Pay Term does not guarantee to Employee that he will remain employed by Employer for the entirety thereof, nor does it affect the status of Employee as an "at-will" Employee in accordance with Section II.

**V. ADDITIONAL BENEFITS**

As additional compensation, Employer provides those particular benefits as set forth in the personnel policies and procedures handbook adopted by the MGCRCVB, as may be amended from time to time.

**VI. SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision contained herein. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**VII. WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the term(s) and condition(s) of this Agreement, or the waiver of any breach of any term(s) and condition(s) of this Agreement shall not be construed as thereafter waiving any such term(s) or condition(s), but the same shall continue in full force and effect as if no such forbearance had occurred.

**VIII. AGREEMENTS OUTSIDE OF CONTRACT**

This Agreement, together with any provisions in the MGCRCVB's policies and procedures handbook, as may be amended from time to time, contain the complete agreement concerning the employment arrangement between the parties and shall, as of the date of approval by the Employer, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge he/it has relied on his/its own judgment in entering into this Agreement.

**IX. CAPTIONS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in an interpretation of the provisions of this Agreement.

**X. GOVERNING LAWS**

This Agreement shall be governed by the laws of the State of Mississippi.

**XI. EFFECTIVE DATE**

The terms and provisions herein shall be effective as of November 1, 2021 (the "Effective Date").

[Signatures appear on next page]

WITNESS the signature of the EMPLOYEE on this, the 28 day of October 2021,  
but effective as of November 1, 2021, as set forth in Section XI.

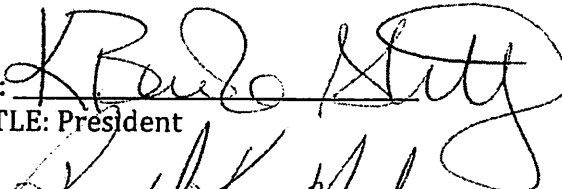
EMPLOYEE:

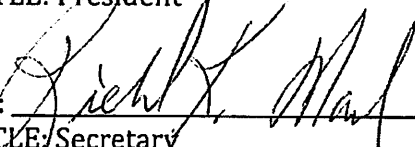
  
ZACHARY HOLIFIELD

WITNESS the signature of the EMPLOYER on this, the 28 day of October 2021,  
but effective as of November 1, 2021, as set forth in Section XI.

EMPLOYER:

MISSISSIPPI GULF COAST REGIONAL  
CONVENTION AND VISITORS BUREAU

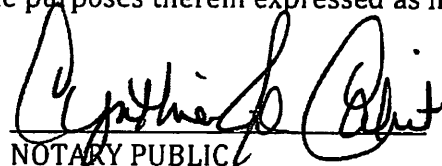
BY:   
TITLE: President

BY:   
TITLE: Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28 day of October, 2021, within my jurisdiction, the within named ZACHARY HOLIFIELD, who acknowledged that he executed the above and foregoing Employment Agreement for the purposes therein expressed as his voluntary act and deed.

  
NOTARY PUBLIC

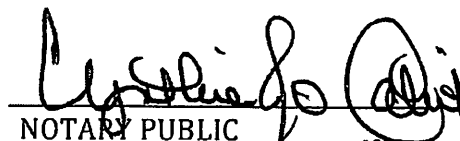
MY COMMISSION EXPIRES:

Oct 24, 2022

STATE OF MISSISSIPPI

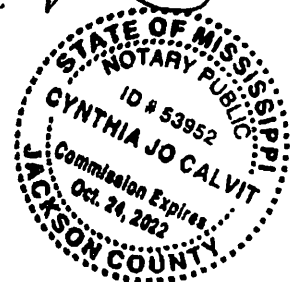
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28 day of October, 2021, within my jurisdiction, the within named BROOKE SHOULTZ and RICHARD MARSH, who acknowledged that they are the President and Secretary of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, a body politic incorporated under the laws of the State of Mississippi, and that for and on behalf of the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU, and as its act and deed, they executed the above and foregoing Employment Agreement, after first having been duly authorized by said MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 24, 2022



## **EXHIBIT "A"**

### **COASTAL MISSISSIPPI INCENTIVE STRUCTURE**

**November 1, 2021 – December 31, 2021**

#### **LEADS – 1.25%**

	<b>LEISURE</b>
	<b>ZH</b>
<b>Goal</b>	<b>10</b>
<b>Actual Leads</b>	

#### **ACTUAL ROOM NIGHTS - 1.5%**

	<b>LEISURE</b>
	<b>ZH</b>
<b>Goal</b>	<b>990</b>
<b>Actual Room Nights</b>	

#### **SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	<b>LEISURE</b>
	<b>ZH</b>
<b>Leads</b>	<b>1.25%</b>
<b>Actual Room Nights</b>	<b>1.5%</b>
<b>TOTALS</b>	<b>2.75%</b>

# **COASTAL MISSISSIPPI INCENTIVE STRUCTURE**

**January 1, 2022 – March 31, 2022**

## **LEADS – 1.25%**

	<b>LEISURE</b>
	<b>ZH</b>
Goal	20
Actual Leads	

## **ACTUAL ROOM NIGHTS - 1.5%**

	<b>LEISURE</b>
	<b>ZH</b>
Goal	2010
Actual Room Nights	

## **SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)**

	<b>LEISURE</b>
	<b>ZH</b>
Leads	1.25%
Actual Room Nights	1.5%
TOTALS	2.75%



## **First Addendum to Employment Agreement**

WHEREAS, on the 28<sup>th</sup> day of October, 2021, the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi (herein "CM" or "Employer"), and Zachary Holifield (herein "Employee") entered into that certain Employment Agreement, a copy of which is attached as Exhibit "A" (the "Employment Agreement"); and

WHEREAS, due to Employee undertaking additional duties and functions related to his employment with CM, Employer desires to increase the annual salary of Employee by ten percent (10%) effective March 1, 2022.

NOW, THEREFORE, Employer and Employee do hereby agree as follows:

1. As of March 1, 2022, Section III of the Employment Agreement shall be amended as follows:

### **III. COMPENSATION**

Effective March 1, 2022, Employer shall pay Employee and Employee shall accept from Employer a base salary of \$77,000.00 per annum. Employee's salary shall be pro-rated and paid in equal installments in a manner consistent with the applicable policies and procedures approved and implemented by MGCRCVB. Employer shall reimburse Employee for all necessary expenses incurred by Employee during this Agreement as allowed by law, while traveling pursuant to the Employer's directions.

2. All other provisions of the Employment Agreement remain in full force and effect.

The President of CM has been authorized to execute this First Addendum to Employment Agreement, as the authority therefore was ratified and approved on the minutes of CM at its meeting on the 24<sup>th</sup> day of February, 2022.



SO AGREED.

Date: \_\_\_\_\_

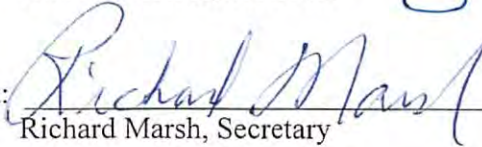
Employer:

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

By:

  
\_\_\_\_\_  
Brooke Shultz, President

Attest:

  
\_\_\_\_\_  
Richard Marsh, Secretary

Date:

2/25/22

Employee:

  
\_\_\_\_\_  
Zachary Holifield

COASTAL MISSISSIPPI INCENTIVE STRUCTURE  
 April 1, 2022 – June 30, 2022 LEADS – 1.25%

LEISURE	
ZH	
Goal	30
Actual Leads	

ACTUAL ROOM NIGHTS - 1.5%

LEISURE	
ZH	
Goal	360
Actual Room Nights	

SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

LEISURE	
ZH	
Leads	1.25%
Actual Room Nights	1.5%
TOTALS	2.75%



# COASTAL MISSISSIPPI INCENTIVE STRUCTURE

July 1, 2022 – September 30, 2022

## LEADS – 1.25%

	<b>LEISURE</b>
	<b>ZH</b>
Goal	20
Actual Leads	

## ACTUAL ROOM NIGHTS - 1.5%

	<b>LEISURE</b>
	<b>ZH</b>
Goal	360
Actual Room Nights	

## SUMMARY OF POTENTIAL INCENTIVE PAY (PERCENTAGE OF SALARY)

	<b>LEISURE</b>
	<b>ZH</b>
Leads	1.25%
Actual Room Nights	1.5%
<b>TOTALS</b>	<b>2.75%</b>