



Dec. 23, 2025

Mayor Michael Favre
City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

Re: Cruisin' The Coast, October 8-10, 2026 Venue Proposal

Dear Mayor Favre:

Thank you and the City of Bay St. Louis for making Cruisin' The Coast 2025 such a wonderful event. We were fortunate to have great weather, 10,334 registered vehicles and the best civic, community and business support there is. We are grateful for all you do. Thank you for your years of support.

The following proposal defines the agreement between Cruisin' The Coast and the City of Bay St. Louis for the set up, manning and management of the Cruisin' The Coast Venue in the downtown area for 2026.

The City of Bay St. Louis will provide:

- Site fee of \$20,000
- Safety devices, first responder presence and public works support for the set-up and cleanup of the event as needed
- Traffic control
- Liaison between City and CTC Staff
- 10 portolets
- Meal vouchers for CTC volunteers (CTC to reimburse vendors at \$13/voucher for CTC volunteers)
- Set up program to manage and provide parking passes for businesses and residents
- Any and all other services that may be mutually agreed to by and between the parties to produce the event

Cruisin' The Coast will provide:

- A COI naming the City of Bay St. Louis as an additional insured
- Stage for bands
- Bands to perform on Thursday, Friday, and Saturday (11 a.m. - 4 p.m.)
- Host Car Club Manager and volunteers for the site

- CTC staff t-shirts for approved volunteers at the venue.
- Signage for site
- Promotion of the city as a venue.
- Security for stage equipment each night
- Direct marketing to CTC auto registrants via inserts into our official registration packets (at City's cost). 11,000 packets will be prepared for distribution to registrants. Registration packet inserts are due in CTC office no later than 3 p.m. September 22.
- 22 port-o-lets and 8 hand wash stations
- 10 VIP/Sponsor t-shirts
- 10 invitations to the Bay St. Louis VIP/Sponsor event
- 4 event posters


General:

- ET Motorgear is the official apparel vendor of CTC. Other vending of this type is not permitted
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast

Also enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505.

Cruisin' The Coast, Inc.



 By Sherwood R. Bailey, Jr.
 Executive Director

 City of Bay St. Louis

12/27/25

 Date

 Print Name & Title

 Date

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Bay St. Louis (Sponsor) and applies to the "Cruisin the Coast" event of: Oct. 8 - 10, 2026. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Oct. 8 - 10, 2026.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$20,000.00 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.
10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.

11. CTC retains the exclusive right to permit and contract with any individual at the Event site or premises for the purposes of event promotions, concessions, activities, or performances and/or charitable purposes. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other vendors, charitable entities or other activity during the event in the area committed for use by CTC. Further, Sponsor agrees that it will similarly seek the approval of CTC if any of the other aforesaid activity takes place in reasonable proximity to the site such that it would serve as a disruption to registrants, patrons, vendors of CTC, or any activity affiliated with Cruisin' the Coast.

12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel the removal and remove any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing or adjoining areas over which the Sponsor has control.

13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden/concealed hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons. Sponsor further agrees that it will remain responsible and hold CTC harmless for any pre-existing conditions of the site [i.e. natural terrain, curbs, driveways, sidewalks, streets, walkways, stairs, etc.] that sponsor would otherwise have the responsibility to maintain notwithstanding the event and agrees to insure CTC against demands, claims, judgments or liability that arises out of patron accident or injury for these pre-existing conditions. CTC agrees to indemnify and hold harmless Sponsor for any other conditions at the site that would otherwise be a consequence of conducting the event [i.e. cables, barriers, bicycle barricades, vendor trailers and their supplies and accessories, and other items used in the performance or staging of the event] that did not pre-exist at the site prior to conducting the event.

15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on its premises.

16. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

17. No lewd or lascivious activity will be engaged in by CTC, or its agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

18. Time is of the essence of this agreement.

19. This agreement may be amended but only upon a separate writing or amendment signed by the parties.

20. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever between them or their agents.

21. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with its express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

22. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

23. Both parties retain the right to pursue a claim for damages pursuant to Paragraph 24 against the other for breach of the agreement or for termination of the agreement without "good cause."

24. Both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.

25. No suit may be filed by the parties in any jurisdiction other than the Circuit Court of Harrison County and then solely to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.

26. This agreement shall expire at midnight on the last full day of the event as scheduled.

27. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

28. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

29. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.

30. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport,


Miss. 39505 and to: cruisinthecoast@cruisinthecoast.com. Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

_____.

31. Special Provisions, if any, are attached and constitute an amendment under Paragraph 19 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' The Coast, Inc.

City of Bay St. Louis



By Sherwood R. Bailey, Jr.
Executive Director

12/23/25

Date

Print Name & Title

Date



Dec. 23, 2025

INVOICE

To: Mayor Michael Favre
City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

Re: Cruisin' The Coast 2026 Venue

AMOUNT: \$20,000

DUE: March 1, 2026

Make check payable to: Cruisin' The Coast
P.O. Box 3001
GULFPORT, MS 39505

cc: Mike Reso