



March 18, 2021

Mayor Nancy Depreo
City of Diamondhead
5000 Diamondhead Circle
Diamondhead Ms 39525

Re: Cruisin' The Coast 2020

Dear Mayor Depreo:

As we move forward with our preparations for Cruisin' The Coast 2021, our 25th Anniversary event, we would like to thank you for your years of support of CTC and Coastal Mississippi. We invite you to join us again as we celebrate this milestone year.

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 6, from 3 P.M. – 6 P.M.

City of Diamondhead will provide:

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

Cruisin' The Coast will provide:

- Promotion of the event in all appropriate printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 9,000 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by September 22.)
- 10 tickets to the Kickoff Sponsor Party.
- 10 Sponsor T-shirts

General:


- Outside vendors, not associated with a local merchant, will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.
- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

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

Representative of CTC

Representative of City of Diamondhead



Signature

Signature

Sherwood R "Woody" Bartz Jr.

Print Name

Print Name

Executive Director

Title

Title

3/18/21

Date

Date

CC: Michael Reso, City Manager



March 18, 2021

INVOICE

**FROM: SHERWOOD R. BAILEY, JR.
CRUISIN' THE COAST® EXECUTIVE DIRECTOR**

**TO: CITY OF DIAMONDHEAD
Mayor Nancy Depreo
5000 Diamondhead Circle
Diamondhead Ms 39525**

AMOUNT: \$4,000.00

FOR: CRUISIN' THE COAST® 2021 EVENT SPONSORSHIP

THANK YOU FOR YOUR SUPPORT OF CRUISIN' THE COAST.

DUE DATE: May 1, 2021

**PLEASE MAKE CHECK PAYABLE TO: CRUISIN' THE COAST, INC.
P.O. BOX 3001
Gulfport, MS 39505**

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 Diamondhead, MS, (Sponsor) and applies to the "Cruisin the Coast" event of: Wednesday, Oct. 6, 2021. 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 Wednesday, Oct. 6, 2021
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 \$4,000.00 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 site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises.
12. 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.
13. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.
14. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on its premises.
15. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury alleged including any suit for conduct arising out of the activities of CTC.
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 it's 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 writing and 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.

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 it's 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. Subject to paragraph 24, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."

24. Notwithstanding paragraph 25, 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. Subject to the provisions of paragraph 24, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except 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 19.

30: Special Provisions, if any, are attached and constitute an amendment under Paragraph 19 without signature if attached at the time of the signature of this Agreement.

Cruisin' the Coast, Inc.

City of Diamondhead, MS

By: 
SHERWOOD R. BAILEY, JR.

By: _____
[name]

Date: 3/18/21

Date: _____