



The following serves as a contract between Tupelo Convention and Visitors Bureau (Buyer) and Jeffrey Cole (Producer) for event sponsorship for the Rockabillaque Tupelo 2026 to be held in September 2026.

Agreement: Pursuant to its authority to promote tourism and conventions and the economic development of the City of Tupelo, Tupelo CVB will support the creation of a new public event – Rockabillaque Tupelo 2026 – in an amount not to exceed \$50,000, to be paid to Jeffrey Cole as the producer of the event.

Payment Schedule: Reimbursable payments shall be made in 4 installments, each in the amount of \$12,500, and paid on the following dates only after reaching the stated milestones:

May 1, 2026

Milestone: Securing services of a Public Relations firm to promote the event internationally and services of a graphic designer to put together sponsorship decks to be used to promote the event. Contracts should be submitted as documentation, along with cancelled check/s.

June 1, 2026

Milestone: Deposit paid for entertainment. Contracts should be submitted as documentation, along with cancelled check/s.

August 1, 2026

Milestone: Promotion of event contracted. Contracts should be submitted.

September 30, 2026

Milestone: Post-event report as specified between two parties received by Tupelo CVB.

Request for payment: Producer should request installment payment by sending an email request including a progress report of activity to date and any required documentation to Courtney Holcomb at cholcomb@tupelo.net.

Cancellations: In event of cancellation by Producer for any reason prior to the event, no further payments will be made to Producer and all payments already paid by Buyer shall be returned to the Tupelo CVB (City of Tupelo) in a timely manner to be determined between the two parties.

Other:

Producer acknowledges their role as an independent contractor of Buyer, and the terms of this agreement in no way creates an employer/employee relationship between Producer, their agents, and the Tupelo CVB or the City of Tupelo.

It is mutually agreed that neither party shall be responsible for any provision in this agreement or addendums hereto when compliance with a contractual provision is prevented due to any Act of God, governmental mandate, or civil disturbance.

Producer shall indemnify and hold harmless the Tupelo CVB and the City of Tupelo for all injury or loss resulting from the negligence of Producer in the performance of this contract. In further consideration, Producer hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Producer or its employees, contractors or agents may cause to any person or property during Producer's use of and visit to the venue while Producer is engaged in the performance of the terms of this agreement.

If in the Buyer's sole determination, Producer or their employees or agents exhibit behavior, conduct or acts that are socially unacceptable or would otherwise reflect negatively upon the Tupelo CVB or the City of Tupelo, Buyer shall have the right to terminate this contract with no compensation due to Producer.

The terms of the Mandatory Addendum attached as Exhibit A are incorporated herein, and in the event that any of the aforementioned Terms and Conditions contradict any of the terms of the Mandatory Addendum attached herewith, Buyer and Producer agree that the terms of the Mandatory Addendum shall control.

Buyer:

Stephanie Coomer, Executive Director
Tupelo Convention and Visitors Bureau

Producer:

Jeffrey L. Cole, Producer
Rockabillaque Tupelo 2026

Addendum A

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party. Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty. Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45- 1; City of Jackson v. Wallace, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.

Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)

10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.

Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

11. TUPELO does not agree to submit to binding arbitration.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.

Miss. Code Ann. § 31-7-305.

13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.

Miss. Code § 25-61-9 (7).

14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.

Miss. Code § 25-61-9 (1).

15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013 Authorized

Producer and Organization Name:

Authorized Signatory:

Date: