

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 K

Council Meeting Date: April 15, 2025

ITEM TITLE: RESOLUTION
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich
 CONTACT PERSON: E. Michael Leonard, CAO *gll*

SUMMARY EXPLANATION:

Resolution authorizing and approving entry into a Special Event Agreement and a Facility Rental Agreement with Classic Fishing Events, LLC for 2025 Swordfish Showdown and authorizing a waiver of certain equipment rental fees

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Special Event Agreement
 Exhibit B: Facility Rental Agreement

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Shoemaker	___	___	___	___
	McGilvary	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING AND APPROVING ENTRY INTO A SPECIAL EVENT AGREEMENT AND A FACILITY RENTAL AGREEMENT WITH CLASSIC FISHING EVENTS, LLC FOR 2025 SWORDFISH SHOWDOWN AND AUTHORIZING A WAIVER OF CERTAIN EQUIPMENT RENTAL FEES

WHEREAS, Classic Fishing Events, LLC (“CFE”) desires to use and occupy portions of municipal property in the City of Biloxi (the “City”), namely Point Cadet Marina Tournament Area, for the purposes of conducting 2025 Swordfish Showdown (the “Special Event”) on May 29, 2025 through May 31, 2025;

WHEREAS, in order to ensure public safety and well-being, the City enacted Section 23-4-5(G) and Section 13-1-48.1 (5) of the Code of Ordinances, City of Biloxi, Mississippi, of 1992, which requires the issuance of a special event permit for any event at which more than one hundred (100) persons are expected to attend;

WHEREAS, CFE anticipates that the Special Event will attract approximately five hundred (500) participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, the City recognizes the potential economic, marketing and promotional benefits of the Special Event and desires to sponsor the Special Event as a means of promoting the City;

WHEREAS, CFE has requested that the City provide a reduction of rental fees establish by Section 2-14-3 of the Code of Ordinances, Biloxi, Mississippi of 1992, for certain equipment, specifically 120 barricades, a 20' x 20' tent, 300 seat bleachers, portable stage and portable electric panel;

WHEREAS, pursuant §17-3-1 and 17-3-3 of the Mississippi Code of 1972, the City may make an in-kind donation of equipment if the governing authorities determine that such in-kind

donation is incidental to the lawful rental of City-owned property and that such in-kind donation will be helpful toward advancing the moral, financial and other interests of the City;

WHEREAS, the Special Event Agreement, attached as Exhibit "A," defines the terms and conditions under which CFE will be allowed to conduct the Special Event;

WHEREAS, under the terms and conditions of the Special Event Agreement, attached hereto as Exhibit "B," the City will make an in-kind donation of 120 barricades, a 20' x 20' tent, 300 seat bleachers, portable stage and portable electric panel to help ensure the success of the Special Event;

WHEREAS, the Special Event Agreement, once fully executed by the City and CFE, shall serve in lieu of special event permit and grant the full legal right to hold the Special Event;

WHEREAS, CFE wishes to rent the Point Cadet Marina Tournament Area on May 29, 2025 through May 31, 2025, for the purposes of conducting the Special Event;

WHEREAS, under the terms and conditions of the Rental Agreement, attached hereto as Exhibit "B," CFE will pay the rental fee and security deposit for the Point Cadet Marina Tournament Area, at the rates established by Section 2-14-3 of the Code of Ordinances, Biloxi, Mississippi of 1992;

WHEREAS, it is the recommendation of E. Michael Leonard, Chief Administrative Officer, that the City allow CFE to conduct the Special Event at Point Cadet Marina Tournament Area, co-sponsor the event and enter the Special Event Agreement and the Rental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: It is hereby found and determined that co-sponsoring the Special Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Biloxi.

SECTION THREE: It is hereby found and determined that co-sponsorship of the Special Event will be helpful toward advancing the moral, financial and other interests of the City of Biloxi.

SECTION THREE: It is hereby found and determined that the in-kind donation of the City-owned equipment specified above is incidental to the lawful rental of City-owned property.

SECTION FOUR: The Mayor is authorized, on behalf of the City of Biloxi, to execute the Special Event Agreement, attached hereto as Exhibit "A," with Classic Fishing Events, LLC.

SECTION FIVE: The Mayor is authorized, on behalf of the City of Biloxi, to execute the Rental Agreement, attached hereto as Exhibit "B," with Classic Fishing Events, LLC.

SECTION SIX: This resolution shall take effect and be in force from and after adoption.



SPECIAL EVENT AGREEMENT

THIS SPECIAL EVENT RENTAL AGREEMENT (this “Agreement”), is made and entered into this the ____ day of April, 2025, by and between the City of Biloxi, a Mississippi municipal corporation (hereinafter, the “City”) and Classic Fishing Events, LLC (“Sponsor”).

WITNESSETH:

WHEREAS, Sponsor desires to rent and occupy portions of municipal property in the City of Biloxi, namely the Point Cadet Marina Tournament Area, beginning at approximately 7:00 a.m. on May 29, 2025 until approximately 11:00 p.m. on May 31, 2025, for the purposes of conducting the 2025 Swordfish Showdown (hereinafter the “Special Event”);

WHEREAS, Sponsor anticipates that the Special Event will attract approximately five hundred (500) participants and spectators;

WHEREAS, attraction of such a large number of participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, as authorized by §57-7-1 of the Mississippi Code of 1972, as amended, the City may lease municipal property for commercial purposes upon such terms and conditions as the municipality shall prescribe;

WHEREAS, Sponsor has met with City officials and the City has determined that its plan for the Special Event satisfactorily addresses the elements of Section 12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992;

WHEREAS, as authorized by §17-3-1 of the Mississippi Code of 1972, the City may in its discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality;

WHEREAS, as sanctioned by §17-3-1 and §17-3-3 of the Mississippi Code of 1972, an expenditure of the City on the Special Event, in the form of in-kind services and reduced rental rates, serves the purpose of advertising and publicity and will bring into favorable notice the opportunities, possibilities and resources of the City; and

WHEREAS, the City will and provide certain services (collectively, the “Special Event Services”), through the staff of the Ports and Harbors Division, Parks and Recreation Department and Public Works Department, under the sole direction and supervision of the City’s Port Manager and on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

Section 1. Co-Sponsorship. Sponsor agrees to include the City as a co-sponsor of the Special Event on all advertising.

Section 2. In-Kind Donation of Equipment. The City will provide the following equipment to Sponsor as an in-kind donation, waiving all rental fees:

- (a) 120 Barricades: \$3,600.00 waived as in-kind donation;
- (b) 20' x 20' Tent: \$1,050.00 waived as in-kind donation;
- (c) Bleachers – 300 Seat: \$1,500.00 waived as in-kind donation;
- (d) Portable Stage: \$2,250.00 waived as in-kind donation; and
- (e) Portable Electric Panel \$750.00 waived as in-kind donation.

Section 3. Liability for Damages. Sponsor hereby agrees that, in the event the Renter, its guests, its invitees, damages the Equipment, Sponsor shall be liable for any and all costs of repair or replacement as may be applicable. If such damages exceed the Security Deposit charged by the City pursuant to the Facility Rental Agreement, the City will invoice Sponsor for the difference. Such invoice will be due and payable within 14 days. Invoices for damages not paid by Sponsor and received by the City within 14 days of the invoice date will incur a late charge in the amount of ten percent (10%).

Section 4. Permit for Special Event. By its execution of this Agreement, the City grants Sponsor a permit for the subject Special Event, as the Special Event will occur on property controlled by the City. The Sponsor is granted the full legal right to hold the Special Event without the requirement of obtaining any other permits from the City, included such permits as may be required under Chapter 12, Article IV, as amended, of the Code of Ordinances, City of Biloxi, Mississippi, of 1992.

Section 5. Compliance with Rules and Regulations. Sponsor will comply with all state, federal and local laws, rules, regulations and ordinances. Sponsor is responsible for familiarizing itself with said laws, rules, regulations and ordinances.

Section 6. Delivery of Special Event Services. The City shall provide Special Event Services, as determined by the City, in its sole discretion, to be reasonably appropriate for the Special Event. Sponsor shall cooperate and provide access to City staff, both initially and throughout the Special Event, in order to carry out this function. Special Event Services at the Special Event shall only encompass duties and functions of City staff customarily rendered by the City pursuant to the statutes and laws of the State of Mississippi, and the City's ordinances, policies and procedures.

Section 7. Sponsor-Provided Services and/or Equipment. Prior to the Special Event, the Sponsor and the City shall mutually agree as to the appropriate amount of Sponsor-provided security, fire protection, emergency medical personnel, sanitation facilities and/or services, lighting, fencing, barricades, concession facilities, and other equipment necessary, in addition to the Special Event Services to be provided by the City, to ensure the safety and well-being of attendees at the Special Event and prevent damage to municipal property.

Section 8. Repairs. In the event that municipal property is damaged as a result of the Special Event, Sponsor shall, as soon as practically possible, notify the City of said damage and shall bear the costs of the repairs necessary to return the municipal property to the state it existed prior to the Special Event. Further, all such repairs must be made by the City, or its contractors, with the costs of such repairs to be invoiced to Sponsor after completion.

Section 9. Signage. The Sponsor agrees to be solely responsible for the placement of professional signage that serves to provide safe and direct ingress and egress for the Special Event. This includes signage both to and from the Special Event. The Sponsor is solely responsible for the removal of said signage within twenty-four (24) hours of the termination of the Special Event. Any cost incurred by the City in removing signage related to the Special Event will be billed directly to the Sponsor. All signage shall comply with Code of Ordinances.

Section 10. Promotion of Event. The Sponsor agrees to be solely responsible for all expenses incurred for the promotion and conduct of the Special Event.

Section 11. Insurance. Sponsor shall, at its sole cost and expense, obtain and maintain the following occurrence-based insurance coverage throughout the duration of the Special Event: (a) commercial general liability of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. Sponsor shall furnish the City satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the Special Event. Said policies of insurance shall name as additional insured persons, the City of Biloxi, together with its elected officials, officers, employees, attorneys, volunteers and agents, and the Golden Nugget Casino. Each insurance policy and/or rider shall contain language, to the extent obtainable, to the effect that: (i) the insurer waives its right of subrogation against the City; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City; and (iii) the policies cannot be canceled or materially changed except after thirty (30) days' notice by the insurer to the City by certified mail.

Section 12. Indemnification. Sponsor, its successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Biloxi, its officers, agents, employees and assigns, from any and all claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City of Biloxi, its officers, agents, employees and assigns, arising out of, or in the performance of, any provision of this Agreement or the Special Event. This indemnification shall include damages, fees and/or costs awarded against the City of Biloxi, if any, and costs of suit, attorney's fees, and other cost liabilities and expenses incurred in connection with such proceedings whether incurred by Sponsor, the City, or the parties initiating or bringing the proceeding; and from any proceeding seeking damages for property damages or personal injuries resulting from the Sponsor's actions or omissions with respect to the Special Event authorized by the City pursuant to this Agreement. Sponsor shall indemnify and hold the City harmless from any and all damages for personal injury, property damage or wrongful death arising out of the Special Event from any person or entity asserting such claim. In the event of a legal proceeding arising out of the Special Event, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be unreasonably withheld.

Section 13. Agents and Notices. Sponsor and the City designate the following persons to act on their behalf with regard to this Agreement. Unless otherwise provided herein, all notices, requests, claims, waivers, consents, approvals or other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery by hand, by reputable overnight courier service, by facsimile with proof of transmission (provided, that, a confirmation copy is sent no later than the next business day by postage-paid, returned receipt requested first class mail) or by registered or certified mail (postage

prepaid, return receipt requested) to the respective parties at the addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section) listed below:

If to Sponsor:

Classic Fishing Events, LLC
Attn: Robert Carter, IV
520 Ward Avenue
Ocean Springs, Mississippi 39560
Email: rfcarter@gmail.com
Phone: (337) 849-8642

If to the City:

Mayor Andrew M. Gilich, Jr.
City Hall
140 Lameuse Street
Biloxi, Mississippi 39530

Section 14. No Joint Venture. Each of the parties hereto warrants and covenants that it will not act at any time as an agent, employee, partner, joint venture, or associate of the other. All persons employed in providing Special Event Services under this Agreement shall be City employees, or other personnel designated by the City. The Sponsor shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers compensation insurance or other compensation to any person performing Special Event Services hereunder or any liability other than that provided for this Agreement.

Section 15. Assignment. Sponsor's rights and obligations under this Agreement shall not be assignable, in whole or in part, without the prior written consent of the City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon successors and assigns of the parties hereto.

Section 16. Force Majeure. Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, strikes, fire, flood, explosion, civil disturbance, acts of terrorism, pandemic events, interference by civil or military authority, accident, labor disputes or shortages, or because the continuation of the services at the facility would be in violation of any governmental laws, rules or regulations or would cause or create any material safety, health or environmental concerns or for other causes beyond the reasonable control of the party and not intentionally caused by such party.

Section 17. Governing Law; Rules and Regulations. The laws of the State of Mississippi shall govern the application and interpretation of this Agreement. Jurisdiction and venue for any litigation arising out of this Agreement shall be in the Second Judicial District of Harrison County, Mississippi.

Section 18. Attorneys' Fees in Enforcement. In the event the City is required to enforce this Agreement, or any section thereof, the City shall be entitled to reasonable costs and attorneys' fees.

Section 19. Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 20. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. All exhibits, schedules and annexes attached hereto are hereby incorporated and made a part of this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

SPONSOR:

CITY:

CLASSIC FISHING EVENTS, LLC, a
Mississippi limited liability company

CITY OF BILOXI, MISSISSIPPI, a
Mississippi municipal corporation

By: _____
Name: Robert Carter, IV
Title: Manager

By: _____
Name: A. M. Gilich, Jr.
Title: Mayor

ATTESTED BY:

Stacy Thacker, Municipal Clerk



FACILITY RENTAL AGREEMENT

Renter Name: Classic Fishing Events, LLC		Renter Phone No.: (337) 849-8642	
Renter Address: 520 Ward Avenue Ocean Springs, Mississippi 39564		Renter Email: rfcarter@gmail.com	
EVENT DETAILS:			
Facility Rented: Point Cadet Tournament Area			
Event Date(s): May 29 – May 31, 2025	Estimated Guests expected: 500	<input checked="" type="checkbox"/> Alcohol will be served <input type="checkbox"/> Alcohol will not be served	
Nature of Event: 2025 Swordfish Showdown			
Set-Up Time: 7:00 am	Event Start Time (guest arrival): 12:00 pm	Rehearsal Time Beginning: N/A	
Off Property Time (by renter): 11:00 pm	Event Close Time (guest exit): 10:00 pm	Rehearsal Time Ending: N/A	
<input checked="" type="checkbox"/> Vendors will participate <input type="checkbox"/> Vendors will not participate		<input type="checkbox"/> Overnight storage is requested <input checked="" type="checkbox"/> Overnight storage is not requested	
Booking Agent Name: Christina Johnson	Booking Agent Phone No.: (228) 374-6600	Booking Agent Email: cjohnson@biloxi.ms.us	

THIS FACILITY RENTAL AGREEMENT is entered this the ____ day of _____, 2025, by and between the above-named Classic Fishing Events, LLC (“Renter”) and the City of Biloxi, Mississippi (the “City”).

Section 1: Facility Rental Charges.

- (a.) For and in consideration of the Rental Payments (as hereinafter defined) to be paid by Renter and the performance and observance by Renter of the terms and conditions, specified or incorporated herein, the City does rent Point Cadet Tournament Area (the “Facility”) for the purpose of hosting a one-time event (the “Event”) on the date and time stated above, and for the number of estimated guests specified above.
- (b.) **Security Deposit.** A security deposit of \$500.00 is due within 10 days of booking. Such security deposit will be refunded to Renter if the Booking Agent in his/her sole discretion determines that the Renter has not damaged the Facility and that the Facility has been satisfactorily cleaned and restored to the Facility’s condition prior to the event. Renter understands and agrees that refunds of security deposits may take three to six weeks.

- (c.) **Facility Rental Fee.** A Rental Fee of \$750.00 is due in advance and is payable on or before the cancellation date specified in the Facility Rental Rules attached hereto.
- (d.) **Additional Fees:** The following additional fees shall be paid by Renter on the same day as the Facility Rental Fee. In the event Additional Fees are assessed on the basis of actual time used by Renter, such fees shall be estimated. Following the Event, actual charges shall be computed and invoiced. Any amounts due and owing by Renter will be due within 10 days of the invoice date.
 - i. 120 Barricades: \$3,600.00 waived as in-kind donation
 - ii. 20' x 20' Tent: \$1,050.00 waived as in-kind donation
 - iii. Bleachers – 300 Seat: \$1,500.00 waived as in-kind donation
 - iv. Portable Stage: \$2,250.00 waived as in-kind donation
 - v. Portable Electric Panel \$750.00 waived as in-kind donation
- (e.) **Total Charges.** The total charges due under this agreement, including the Security Deposit, Facility Rental Fees, Additional Fees and all Fee Estimates, is \$1,250.00.
- (f.) **Security and Fire Guards.** If security and/or fire guards are deemed necessary, charges for city police officers and fire guards must be paid by Renter and are not included in this Agreement.

Section 2: Use of Facility. Renter, its agents and invitees, shall have access to the areas specified above, as well as non-exclusive access to the entrance and parking. Renter, its agents and invitees, shall not be allowed access to other areas of the Facility not specified above. The City shall have the right to rent other areas of Facility during the same date and time as the Event.

Section 3: Occupancy and Public Safety. At no time may the occupancy of the Facility exceed the number of expected guests identified above. The Renter agrees to maintain order and control over all guests, invitees and activities during the Event. Excessive occupancy and/or failure to maintain order may be deemed a threat to public safety and result in the Event being immediately shut down. The City reserves the right to take possession of the Facility and evict Renter, guests, and all other invitees if, in City's discretion, such action is necessary to protect persons or property. If an Event is terminated as a threat to public safety, this will be deemed an Other Default event, in accordance with the provisions of Section 5(c) of this Agreement.

Section 4: Parking. On the Event date, during the time period set forth above, Renter shall be entitled to non-exclusive use the parking areas.

Section 5: Cancellation.

- (a.) **By Renter.** Renter may cancel this Agreement by giving written notice to the City. The City's refund policy is stated in the Facility Rules, attached hereto. Upon cancellation by Renter, City shall have the right to re-let the Facility to another party.
- (b.) **Rain.** For outdoor events, if the Event must be cancelled due to severe weather (but not a named storm), the City will work with the Renter to reschedule the Event. If the Event cannot be rescheduled, the City will refund one-half (1/2) of the Security Deposit and all Rental Fees.
- (c.) **Payment Default.** If any amount due as specified in Section 1 is not paid within ten (10) days after the due date specified in Section 1, this Agreement will automatically terminate ("Payment Default"). The City has no obligation to give

notice of a Payment Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another.

- (d.) **Other Default.** If Renter meets payment obligations, but fails to adhere to any obligations specified in this Agreement (“Other Default”), the City may immediately cancel this Agreement and will notify Renter of the Other Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit and any other prepaid amounts specified in Section 1 will be non-refundable. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another party.

Section 6: Force Majeure. Neither party shall be liable for cancellation of the Event if such cancellation is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, epidemic, pandemic, war, civil commotion or industrial dispute (“Force Majeure”). If cancellation occurs due to a Force Majeure event, the City shall make a full refund of all prepaid amounts specified in Section 1. Cancellations for rain or unnamed storms will not constitute a Force Majeure event.

Section 7: Alcohol. The sale or consumption of alcoholic beverages, including distilled liquors, beer and wine, shall not be permitted in the Facility without the written consent of the City in the form of an Addendum attached hereto and incorporated by reference.

Section 8: Liability and Indemnification.

- (a.) Renter agrees to indemnify, defend, and hold harmless, all present and former Biloxi City Council members, mayors, officers, directors, and/or employees, (collectively the “Indemnified Parties”), from and against losses that Indemnified Parties incur or may incur or suffer and to the extent that the losses arise out of or relate to (i) Renter’s use of the Facility (ii) any breach of this Agreement including any breach of warranty or covenant and any misrepresentation related thereto by Renter; or (iii) any injury or death to any person or damage to or destruction of property of the City, the City’s employees, Renter, or third parties.
- (b.) With respect to any claims related to property damage, personal injury, or the like arising out of the use of the Facility, premises or parking areas, Renter agrees to indemnify and hold harmless the Indemnified Parties, from and against any of the following: all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses incurred by the City that result from or in connection with any accident, injury, death, property damage arising out of or from or on account of any occurrence in, upon, at or about the Facility, premises or parking areas from the time Renter enters upon the Premises, during the course of the Event and following the Event involving Renter, any guests or invitees whether upon the premises or that may occur off the premises. Renter shall retain all risk of loss with respect to any of Renter’s property located on or about the Facility.
- (c.) Renter shall, at its sole cost, defend all suits brought upon by such losses, and pay all costs and expenses incidental thereto, but the City, or any of Indemnified Parties, so sued shall have the right at its/their option, to participate in the defense of any such suit, without relieving Renter of any obligations hereunder.
- (d.) Renter’s obligations to indemnify under this Agreement shall survive termination or expiration of this Agreement.

Section 9: Liability for Damages. Renter hereby agrees that, in the event the Renter, its guests, its invitees, damages the Facility, or its contents, Renter shall be liable for any and all costs of repair or replacement as may be applicable. If such damages exceed the Security Deposit, the City will invoice Renter for the difference. Such invoice will be due and payable within 14 days. Invoices for damages not paid by Renter and received by the City within 14 days of the invoice date will incur a late charge in the amount of ten percent (10%).

Section 10: Delivery and Storage: Delivery and receipt of Renter's equipment, decorations or any other material to and from the Facility is the responsibility of Renter. City does not guarantee or take responsibility for receipt, storage or transfer of such items and shall not be held liable for damages or loss.

Section 11: Permits: Renter shall be responsible for obtaining any and all permits that may be required related to the Event. Failure to obtain said permits shall constitute an Other Default event, pursuant to Section 5(c), and will be grounds for the City to terminate the Agreement.

Section 12: Facility Rules. Renter acknowledges that he/she/it has received and reviewed the City rules pertaining to the Facility. Renter agrees to comply with all such rules and regulations and to advise guests and participants of the Event to comply with same. Such rules and regulations are considered part of this Agreement and failure to comply with such rules and regulation may result in termination pursuant to Section 5(c).

Section 13: Governing Law & Jurisdiction. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement. The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any entity or person doing business with the City submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

Section 14: Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 15: No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery in any manner shall be of no force or effect.

Section 16: Arbitration. The City shall not be subject to the terms of any provision any supplemental terms that may seek to require the City to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City.

Section 17: Authority. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

Section 18: No Assignment or Sub-Lease. This Agreement is for the above-referenced Event only and may not be assigned to a third party by the Renter.

Section 19: Addendum and Attachments: This Agreement includes the terms set forth in any addendum that may apply, as indicated below. All terms set forth herein, and in all applicable addenda, shall constitute the full agreement between the parties and any other prior agreements, oral or written, are superseded and of no force or effect.

*(*mark all applicable Addenda)*

- Alcohol Beverage Rules Addendum
- Vendor Addendum
- Special Event Addendum
- Sports Tournaments Addendum
- Insurance Addendum
- Swim Event Addendum
- Participant Release and Indemnity Agreement
- Biloxi Police Department Security Arrangements for City Facilities & Events
- Biloxi Fire Department Security Arrangements for City Facilities & Events

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first written above.

CITY:

CITY OF BILOXI, a Mississippi municipal corporation

By: _____

Name: _____

Title: _____

RENTER:

CLASSIC FISHING EVENTS, LLC, a Mississippi limited liability company

By: _____

Name: Robert Carter IV

Title: Manager



ALCOHOLIC BEVERAGES ADDENDUM TO FACILITY RENTAL AGREEMENT

Alcoholic Beverages.

The following provisions are incorporated in the Facility Rental Agreement, by and between the City of Biloxi and Renter.

- (1.) The sale of alcoholic beverages, including beer, distilled liquors or wine, in the Facility or on the premises without proper licensing as required by law is prohibited. Renter acknowledges and agrees that he/she/it is responsible for ensuring that any vendor or individual selling alcoholic beverages at the Event has all licensing as required by law.
- (2.) The sale and/or consumption of alcoholic beverages is not permitted in the Facility or on the premises unless security is present. (NO EXCEPTIONS)
- (3.) Renter agrees that consumption of alcoholic beverages during the Event, in the Facility or one the premises, must be in accordance with all local and state laws.
- (4.) Renter agrees that alcoholic beverages will not be sold to, served to or consumed by any person under twenty-one (21) years of age during the Event, in the Facility or on the premises.
- (5.) Consumption of alcoholic beverages during rehearsals is not permitted unless security is assigned to the rehearsal.
- (6.) Failure to comply with the terms of this Addendum will constitute an Other Default event, pursuant to the Section 5(c) of the Facility Rental Agreement and the Facility Rental Agreement may be terminated by the City.
- (7.) Renter understands and agrees that failure to comply with the terms of this Addendum may result in criminal charges.
- (8.) This Addendum shall constitute written consent of the City permitting the consumption and/or sale of alcoholic beverages within the Facility and during the Event.

CITY:

CITY OF BILOXI, a Mississippi municipal corporation

By: _____

Name: _____

Title: _____

RENTER:

CLASSIC FISHING EVENTS, LLC, a Mississippi limited liability company

By: _____

Name: Robert Carter IV

Title: Manager



VENDOR ADDENDUM TO FACILITY RENTAL AGREEMENT

Vendors.

The following provisions are incorporated in the Facility Rental Agreement, by and between the City of Biloxi and Renter.

1. The Facility Rental Agreement, to which this addendum is incorporated, shall not exempt any individuals or businesses from obtaining required vendor permits pursuant to Sections 12-4-24, 12-12-1 *et. seq.*, and/or 13-1-17 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992. Renter understands and agrees that he/she/it is responsible for either (a) securing and submitting appropriate permissions and permits on behalf of any vendors including permit fees and sales tax, or (b) ensuring that each vendor participating in the Event secures all necessary permits.
2. The use of vendors at the Events which have not complied obtained all required permits, will constitute an Other Default event pursuant to Section 5(c) of the Facility Rental Agreement.
3. Required Permits (mark all that apply):

- | | |
|-------------------|--|
| <u> </u> | Special Event Vendor Permit, required pursuant to Section 12-4-24 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992 |
| <u> x </u> | Mobile Food Vending Permit, required pursuant to Sections 12-4-24, 12-12-1 <i>et. seq.</i> of the Code of Ordinances, City of Biloxi, Mississippi, of 1992 |
| <u> x </u> | Peddlers License, required pursuant to Section 13-1-17 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992 |

AGREED TO:

By: _____

Print Name: Robert Carter IV

Date: _____



**SPECIAL EVENT ADDENDUM TO FACILITY RENTAL
AGREEMENT**

Special Events.

The following provisions are incorporated in the Facility Rental Agreement, by and between the City of Biloxi and Renter.

- (1.) The Facility Rental Agreement does not exempt any individuals or businesses from obtaining required Special Event permits pursuant to Sections 12-4-1 *et. seq.* of the Code of Ordinances, City of Biloxi, Mississippi, of 1992.
- (2.) Renter understands and agrees that he/she/it is responsible for submitting a Special Event Application to the Special Event Coordinator of the City of Biloxi Police Department and paying all associated Application Fees.
- (3.) Renter understands and agrees that if a Special Event Permit is not granted, the Facility Rental Agreement will be terminated by the City. Any prepaid Facility Rental Fees, pursuant to Section 1 of the Facility Rental Agreement will be refunded by the City to the Renter.

AGREED TO:

By: _____

Print Name: Robert Carter IV

Date: _____



LIABILITY INSURANCE ADDENDUM TO FACILITY RENTAL
AGREEMENT

Liability Insurance.

The following provisions are incorporated in the Facility Rental Agreement, by and between the City of Biloxi and Renter.

1. Renter shall, at its sole expense, obtain and maintain in full force and effect the insurance coverages as required by this Addendum throughout the Event.
2. Renter shall provide the City with Certificates of Insurance, specifically naming the City of Biloxi and the Golden Nugget Casino as an additional insured, at least fourteen (14) days prior to the Event.
3. Coverage requirements. Coverage shall be a comprehensive general liability insurance policy with a minimum of \$500,000.00 each occurrence combined single limit bodily injury and property damage.
4. Failure to provide such proof of insurance will constitute an Other Default event pursuant to Section 5(c) of the Facility Rental Agreement.

AGREED TO:

By: _____

Print Name: Robert Carter IV

Date: _____

Fire Chief
Nick Geiser



170 Porter Avenue
Biloxi, MS 39530
228-435-6200

Security Arrangements for City Facilities & Events

A request has been made for Biloxi Fire Department personnel at the listed facility

Facility: _____ Client Name: _____

Phone: _____ Email: _____

Event Date: _____ Doors Open: _____ Doors Close: _____

Type of Function: _____

Total number of individuals (total occupancy) expected to attend the function: _____

Alcohol Served (Circle one): YES NO

Notes/Considerations:

The Biloxi Fire Department must be notified a minimum of two (2) business days prior to the function of any changes either in attendance, the time of the event, or if there is a cancellation of the function.

THIS BOX TO BE FILLED OUT BY FIRE DEPARTMENT:

Number of Fire Guards required: _____

First Fire Guard shall arrive at _____ am/pm and depart at _____ am/pm Total Hours: _____

Second Fire Guard shall arrive at _____ am/pm and depart at _____ am/pm Total Hours: _____

Fee for first Fire Guard: \$ _____ (\$35.00 an hour)

Fee for second Fire Guard: \$ _____ (\$35.00 an hour)

THERE IS A 3 HOUR MINIMUM FOR ALL EVENTS.

The Fire Guard shall arrive prior to the guest arrival to perform a safety inspection of the facility. Payment shall be made directly to the Fire Guard at the end of the event. The Fire Guard shall be paid by cash or check. If the payment is by check, it should be made out to the Fire Guard who worked the event. **DO NOT MAKE PAYMENTS OUT TO THE BILOXI FIRE DEPARTMENT.** If the ending time goes beyond the time disclosed to the Fire Department, additional charges will be added to the contract total at a rate of \$17.50 per ½ hour. If payment is not received, the funds will be retained from your deposit.

CLIENT SIGNATURE: _____ DATE: _____

COB EMPLOYEE SIGNATURE: _____ DATE: _____

BFD SIGNATURE: _____ DATE: _____

Police Chief
John B. Miller

170 Porter Avenue
Biloxi, MS 39530
228-702-3145 Police



Security Arrangements for City Facilities & Events

A request has been made for Officers of the Biloxi Police Department at the listed facility

Facility: _____ Client Name: _____

Phone Number _____ Email _____

Event Date: _____ Doors Open Time: _____ Close Time: _____

Type of Function: _____

Total number of individuals (total occupancy) expected to attend the function: _____

Alcohol Served (circle one): YES NO

Notes/Considerations _____

The Biloxi Police Department Security Coordinator must be notified a minimum of two (2) business days prior to the function for any changes, either in attendance or in the times of the event, that would impact the officer(s) assigned*.

THIS BOX TO BE FILLED OUT BY BILOXI POLICE DEPARTMENT:

Number of Officers required: _____

Officer(s) need to arrive at _____ am/pm and depart at _____ am/pm. Total Hours: _____
Officer(s) will arrive at least one-half hour prior to event start time to check the grounds and facility.

*Officers scheduled for an event that is cancelled with less than two hours advance notice, or with no notice, made to the Biloxi Police Department Security Coordinator or EDS will be paid the three-hour minimum as required.

THERE IS A THREE HOUR MINIMUM FOR ALL EVENTS WORKED

Officer pay rate is \$ 35.00 per hour per officer**

** The scheduling platform for off-duty details, Extra Duty Solutions, in order to provide worker's compensation insurance for the officer during the event as well as general liability insurance for the event, will have additional fees for every scheduled hour worked by the officer(s) and this will affect the overall hourly rate billed to the client, currently \$40.16 per hour.

If any officer is needed on site after the event's scheduled end time, an invoice will be created for that additional time by Extra Duty Solutions. It is the responsibility of the client to pay the amount due to EDS.

CLIENT SIGNATURE: _____ DATE: _____

COB FACILITY SIGNATURE: _____ DATE: _____

BPD SIGNATURE: _____ DATE: _____