



Phone: 228-594-3700 Fax: 228-594-3812

www.mscoastcoliseum.com

September 2, 2025

East Central High School James Hughey 5500 Hurley-Wade Road Moss Point, Mississippi 39562

Dear James,

The staff of the Mississippi Coast Coliseum and Convention Center is awaiting the opportunity to host the **East Central High School** event in our facility May 21, 2026.

We have enclosed a copy of your contract which will give you the cost breakdown for your event as well as our Exhibit Policies (if applicable) and General Conditions of Contract. Please sign and return one copy of the contract. A deposit in the amount of \$2,000.00 is required with signed contract. Please note ID #7720 on all payments.

This contract is not considered legal and binding without proper execution, which includes signatures of both parties and any deposit required by **October 6, 2025**. Please note "release of space" date indicated on the contract.

A Certificate of Insurance is required with a minimum of \$2,000,000 in general liability coverage and will be due **April 20, 2026** unless otherwise stated on page one.

We are all looking forward to working with you on your event. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Carmen St. Clair Event Coordinator



CONTRACT

2350 Beach Boulevard Biloxi, Mississippi 39531

Phone: 228-594-3700 Fax: 228-594-3812

www.mscoastcoliseum.com www.mscoastconventioncenter.com

TODAY'S DATE: 09/02/25

EVENT ID: 7720

SALES CONTACT: Carmen St. Clair

SALES CONTACT EMAIL: cst.clair@mscoastcc.com

NAME OF EVENT: East Central High School

EVENT DATE: 05/21/26

MOVE IN DATE: 05/21/26 **MOVE OUT DATE:** 05/21/26

GROUP COMPANY NAME: East Central High School

LICENSEE/REPRESENTATIVE: James Hughey

PLANNER'S NAME: Christin Burlison cbj2293@jcsd.ms

ADDRESS: 5500 Hurley-Wade Road

CITY: Moss Point STATE: Mississippi ZIP: 39562

PHONE: (228) 283-3120 #6 **FAX**:

EMAIL: jhj629@jcsd.ms **ALT PHONE:** 228-990-1691

DEPOSIT AND PAYMENT SCHEDULE

FACILITY RENTAL: \$5,500.00 SET UP FEE: \$2,000.00

SPACE WILL BE RELEASED IF SIGNED CONTRACT AND DEPOSIT ARE NOT RECEIVED IN ACCORDANCE WITH THE FOLLOWING

SCHEDULE:

Signed Contract Due: 10/06/25 Deposit Amount Due: \$2,000.00

Remaining balance to be direct billed after the event with payment due 30 days from billing date.

GENERAL LIABILITY CERTIFICATE OF INSURANCE WITH MCCC NAMED AS ADDITIONAL INSURED IS REQUIRED 30 DAYS PRIOR TO

EVENT:

Insurance Due Date: 04/20/26

MCCC EVENT PROMOTION PUBLISH EVENT TO MCCCC WEBSITE CALENDAR: Yes

PUBLIC EVENT: No EVENT WEB ADDRESS:

MARQUEE MESSAGE: Congratulations Class of 2026!

ADDITIONAL MEETING REQUIREMENTS OR DELETION/CHANGES TO THE FOLLOWING MAY RESULT IN AN ADJUSTMENT TO RENTAL AND/OR LABOR COSTS. FEES FOR ADDITIONAL SERVICES REQUIRED WILL BE DETERMINED AT TIME OF ORDER. ANY CHANGES TO SET UP, ONCE THE FACILITY HAS BEEN SET ACCORDING TO THE LICENSEE'S PRIOR INSTRUCTIONS, MAY RESULT IN AN ADDITIONAL LABOR CHARGE TO BE DETERMINED AT THE TIME OF REQUEST AND WHICH WILL REQUIRE SIGNATURE OF LICENSEE. LABOR RATES ARE BASED PER HOUR WITH A 4-HOUR MINIMUM PER PERSON. SEE RATE SHEETS FOR ADDITIONAL SERVICE AND EQUIPMENT PRICING.

LOCATION AND RATE SCHEDULE

FACILITY RENTAL INCLUDES TABLES, CHAIRS, 12' X 24' STAGING AND TWO (2) SETS OF STAIRS. THIS DOES NOT INCLUDE VENDORS TABLES AND CHAIRS.

EVENT DAYS:1 PREVIOUSLY HELD: Yes
PARKING FEE: N/A
FACILITY FEE: N/A

EVENT PARAMETER: Arena; Hall C & South Arcade Lobby

FACILITY RENTAL AND SET UP FEE

See accompanying Schedule of Events for list of facilities rented and associated set-up fees.

GENERAL CONDITIONS OF CONTRACT- NON-COMMERCIAL CATEGORY

The Mississippi Coast Coliseum Commission, by its duly authorized representative, and by **East Central High School**, **James Hughey**, its duly authorized representative, hereby agree that the following general conditions shall be applicable to the following described EVENT: **East Central High School**.

Herein, the parties hereto agree as follows:

1. **DEFINITIONS**:

- **A.** "COMMISSION" shall mean the Mississippi Coast Coliseum Commission and its individual Members, Directors, and Officers responsible for the management of the Mississippi Coast Coliseum, including the Executive Director, his employees, staff, agents, servants, designees and assigns (hereinafter the "Coliseum" or "MCC").
- **B. "EXECUTIVE DIRECTOR"** shall refer to the EXECUTIVE DIRECTOR of the Mississippi Coast Coliseum and Convention Center, including his/her employees, agents, servants and employed designees.
- **C.** "LICENSEE" shall refer to the person, firm, partnership, corporation or other legal entity, other than the COMMISSION, who is a signatory party to this agreement, and shall also refer to the officers, employees, agents, attractions, entertainers, contractors, subcontractors, sub-licensees, designees and invitees of the aforesaid signatory party.
- **D.** "FACILITIES" shall mean those portions of the complex known as the Mississippi Coast Coliseum and Convention Center, together with its banquet hall, exhibit hall, meeting rooms, and grounds, which are designated for use by LICENSEE as per attached CONTRACT.
- E. "EVENT" shall mean the purpose or purposes and/or the EVENT for which FACILITIES shall be used and occupied.
- **F. "REIMBURSABLE EXPENSES"** shall mean the cost and expenses incurred by COMMISSION for such personnel, services and equipment as are specifically requested by LICENSEE to accommodate the EVENT and occupancy and use of the FACILITIES.
- G. "CONCESSIONAIRE-CATERER" shall refer to the COMMISSION'S contractor for catering, concessions and merchandise.
- **H.** "CONTRACT" shall mean the document containing all the specifics of the EVENT, including but not limited to date, space, rental and labor fees, times, additional services required, deposit and payment method.
- **I. "AGENDA AND RATE SCHEDULE"** shall refer to that documentation listing usage of the FACILITIES by LICENSEE by date, time, size and setup, and showing the contracted rental rate and labor fee thereof.

- 2. <u>DESCRIPTION OF PORTION OF FACILITIES TO BE USED AND OCCUPIED:</u> COMMISSION hereby grants to LICENSEE and LICENSEE hereby accepts a license to occupy and use, subject to all the terms and conditions listed the designated portions as listed on agenda and rate schedule CONTRACT and/or the CONTRACT. The **COMMISSION** assigns appropriate function space to accommodate each function based on set-up attendance as outlined in this contract. It will be the sole right and discretion of the **COMMISSION** to reassign space if the original space designated is unavailable due to repairs or inappropriate to the function set-up, attendance, or other unforeseen reasons to accommodate the best interests of all organizations within the **COMMISSION**. However, the **COMMISSION** cannot guarantee ideal space will be available to accommodate increases in attendance or space intensive set-ups not communicated at the contract origination. A firm and detailed schedule must be furnished to Convention Services Coordinator no later than two (2) months before the program. Licensee must sign Event Order (EO) and return to Convention Services Coordinator no later than thirty (30) days prior to the event. The EO will become a legal and binding document to this CONTRACT.
- 3. <u>DEPOSIT-PAYMENT AND SETTLEMENT:</u> LICENSEE shall pay a deposit by the date indicated on the CONTRACT, in the amount which shall have been predetermined by **COMMISSION** at the issuance of CONTRACT. That amount shall be listed on the CONTRACT. Failure to make the deposit by the date indicated on the CONTRACT may, at the discretion of the Executive Director, result in the CONTRACT being cancelled. Any outstanding balance is due to **COMMISSION** within thirty (30) days of receipt of SETTLEMENT. All unpaid charges not paid within thirty (30) days will be subject to interest accruing at the rate of 1½% per month until paid. A convenience fee of 3% (\$3 minimum) will be charged on all credit card payments. This fee will be in addition to the payment amount. Unless otherwise indicated on the CONTRACT, the balance of all REIMBURSABLE EXPENSES shall be paid by the LICENSEE to the **COMMISSION** within 30 days of billing date.
- 4. <u>DEFAULT/CANCELLATION</u>: The entire deposit shall be forfeited if the LICENSEE cancels this CONTRACT later than one (1) year prior to the first day of the EVENT. In the event the **COMMISSION** cannot carry out the performance of this CONTRACT, in its entirety and must cancel the CONTRACT due to labor troubles, disputes, strikes, accidents, governmental (federal, state and municipal) regulation of, or restrictions upon travel or transportation, non-availability of supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the **COMMISSION**, a full refund shall be granted the LICENSEE of all monies the LICENSEE has paid on the CONTRACT up until the time of cancellation.
- 5. <u>INDEMNITY</u>: Licensee hereby agrees to indemnify and hold harmless the **COMMISSION** and the Executive Director against any and all claims or demands of liability for damages, injury, or national pandemic crisis, including but not limited to the amount of any judgment, settlement, costs, or attorney's fees incurred in defense of any such claim, arising out of or under state or federal law, by reason of any negligence or failure to exercise reasonable care, in whole or in part, by the Licensee in the operation of its undertaking under this Agreement during this Event.

Licensee shall not be responsible or liable for claims of injury or damages that do not arise out of their negligence or failure to exercise reasonable care and which are attributable to the negligence of the **COMMISSION** or Executive Director.

Further, to the extent permitted by Mississippi law, the **COMMISSION** shall defend, indemnify and hold Licensee harmless against any claim, demand or cause of action arising out of the negligence of the Commission or Executive Director in their operations or undertaking during this event.

6. INSURANCE: LICENSEE shall procure and furnish to the COMMISSION at least Thirty (30) days prior to move in date, at its sole cost and expense, a satisfactory policy of general public liability insurance in the amount of: 1 million per person/2 million per occurrence, purchased for this Event naming the COMMISSION and the Executive Director as "additional insureds," and affording insurance coverage to the COMMISSION and Executive Director co extensive with that purchased and provided to Licensee by the insuring carrier. The policy provided herein by licensee shall not be endorsed to limit the availability of general liability coverage to the **COMMISSION** or Executive Director to the actions or conduct of the Licensees only, but shall include any and all actions, conduct and undertaking of the Commission and the Executive Director in their responsibilities in facilitating this Event under this Agreement, except for willful, intentional or grossly negligent conduct. This obligation does not require that the Licensee procure insurance or name the **COMMISSION** or Executive Director as "additional insureds" for actions, conduct or insure the facilities, including the structural integrity of the facility, that are not directly connected with sponsoring or enabling this event, but will include coverage for claims or losses sustained by reason of injury or damage to, by or from a patron as a consequence of their attendance or participation in the Event sponsored by Licensee. Licensee shall be responsible and shall procure liability and/or workers compensation insurance coverage for its own employees or those retained or supervised by it, and shall indemnify, defend and hold harmless the COMMISSION or Executive Director against any and all claims, demands or causes of action arising out of any injury or damage whatsoever to Licensee's agents, servants, employees, designees, contractors, subcontractors, guests and those for whom Licensee supervises, directs or controls. To the extent that Licensee fails to procure the necessary insurance provided by this paragraph, the COMMISSION, at its sole option and discretion, retains the right to purchase the necessary and compliant insurance products and charge Licensee for the cost of the insurance, either by a direct bill or by retaining any funds to which Licensee may be entitled under this agreement, or at its sole discretion and option, the **COMMISSION** may cancel the Event. The provisions of this paragraph may be waived, but only in writing, at the discretion of the Executive Director but are otherwise a substantial and a material part of this agreement. ___ (Initial Here)

Specific Legal Authority authorizing the promulgation of Rule: This Regulation is promulgated by the Commissioner of Insurance pursuant to the authority granted to him by Miss. Code Ann. §§ 83-5-17; 83-5-29 through 83-5-51; and 83-17-1 through 83-17-89 (Rev. 2001); Mississippi Department of Insurance Regulation No. 88-101.

- 7. <u>CONCESSIONS/CATERING</u>: All food, beverage, water, and food table linen services are to be contracted through the **COMMISSION'S** CONCESSIONAIRE/CATERER **Levy Convention Centers**. <u>Absolutely no outside food or beverage is allowed inside the facility</u>. As a facility rule, a food and beverage minimum must be met in accordance with **Levy Convention Centers** contract. The LICENSEE will enter into a separate contract with **Levy Convention Centers**. LICENSEE is responsible for all minimums set forth with **Levy Convention Centers**. LICENSEE shall not place or operate any vending machine, coin operated music playing devices or coin operated games at/or/in the facilities without the advance written consent of EXECUTIVE DIRECTOR. (Initial Here)
- 8. <u>AUDIO-VISUAL (A/V)</u>: **COMMISSION's** on-site Audio-Visual features state-of-the-art equipment and trained technicians. It is the policy of **COMMISSION** that all audio-visual rentals are made through your Event Coordinator. Outside audio-visual equipment is not permitted, except when approved by **COMMISSION**. Should outside audio-visual be approved, vendors and their subcontractors must meet the **COMMISSION** insurance requirements and policies. Additional usage and service fees may apply. Equipment cancellations must be reported to the Event Coordinator at least seventy-two hours prior to time equipment is needed to avoid a one-day rental fee for each piece of equipment cancelled.

9. PERSONNEL SERVICES AND EQUIPMENT:

LICENSEE hereby authorizes COMMISSION to provide at LICENSEE'S cost and expense, such personnel, services and equipment that will be outlined in the Event Order. COMMISSION shall have the right to refuse any personnel, services and equipment which LICENSEE may propose to provide itself, and to provide such personnel, services and equipment on LICENSEE'S behalf and at LICENSEE'S cost and expense. It is the policy of COMMISSION to employ in-house staff or subcontractors or labor providers specifically trained as stagehands, technical equipment operators, event services personnel, etc. MCCC Executive Director, at his sole discretion may require one EMT and a minimum of three security guards at the expense of Licensee for all events promoted for or patronized by individuals under the age of 18.

- 10. EXHIBITOR EVENTS: Utility boxes are to be opened and operated by COMMISSION staff only. Vendors must use loading docks for all loading and unloading. Vendors entering and exiting through lobby areas is prohibited. COMMISSION does not provide cleaning of individual booths, emptying small trash cans inside booths, or vacuuming aisle carpets. COMMISSION will not provide major cleaning to non-carpeted areas of floor show except to make sure they are cleaned prior to show opening. Dumpsters, electrical, security and any other required labor or equipment for the event will be at the expense of LICENSEE.
- 11. <u>PARKING</u>: There will be a parking fee per car collected during event dates. COMMISSION will collect and retain all fees and also retains the right to control all parking **FACILITIES**. A maximum of 10 (ten) parking passes will be offered to your staff. In the event that parking fees are not charged, client may be charged for parking lot security guards based on the number of attendees. Number of guards and rates will be determined prior to move-in.
- **12.** <u>SALES TAX NOTICE</u>: The Department of Revenue requires promoters that book events with the COMMISSION that include sales by promoter or third party vendors to register with the Biloxi office of the MS Department of Revenue prior to the scheduled event. Once the registration is completed, proof of the registration should be provided to **COMMISSION** prior to the event date. INFORMATION AND REGISTRAION PACKET IS INCLUDED WITH CONTRACT.
- **13. ADVERTISEMENTS:** LICENSEE will not post or exhibit signs, advertisements, show bills, lithographs, posters or cards of any description on any part of said building without EXECUTIVE DIRECTOR'S prior written approval.
- **14. CONTROL OF THE FACILITIES**: All duly authorized representatives of **COMMISSION** shall have the right to enter the FACILITIES and all parts thereof at all times for the necessary performance of their duties.
- LICENSEE shall be responsible for the orderly conduct of all its employees, agents, contractors, designees, and invitees who may be at or in the FACILITIES during the license period. **COMMISSION** reserves the right to eject or cause to be ejected from the FACILITIES any person or persons whose conduct is unlawful or otherwise objectionable, or presents a threat to the safety and well-being of others lawfully occupying the facility. In addition, **COMMISSION** shall have the right to make announcements at any time during the EVENT in the interest of public safety, crowd control and compliance with rules, regulations, laws, etc.
- **15.** <u>OBSERVANCE OF LAW</u>: LICENSEE shall not engage, or permit any activity, which may directly or indirectly cause physical damage to the FACILITY or attract or generate derision to **COMMISSION**. LICENSEE shall observe and obey all Federal, State and Local laws, ordinances, regulations, and rules which may be applicable to LICENSEE and its occupancy and use of the FACILITIES. LICENSEE will obtain and maintain any and all required permits and licenses.
- **16.** <u>UTILITIES</u>: **COMMISSION** shall provide and maintain the necessary utility and service connections including water, electricity, sewage disposal, heat and air conditioning at the designated portion of the FACILITIES for the EVENT. The costs and expenses incurred by **COMMISSION** in providing any special or additional plumbing, electrical, carpentry or facility alterations or additions as may be required by Licensee, shall be assessed to LICENSEE as a REIMBURSABLE EXPENSE. **COMMISSION** does not warrant against interruption in or failure of such utility connections and services, and **COMMISSION** shall not be liable to LICENSEE for any loss, damage, cost or expenses, which may result from any such interruption or failure, except to the extent arising out of any negligence or willful misconduct of **COMMISSION**, its employees, its representatives.
- 17. <u>DANGEROUS MATERIALS</u>: LICENSEE shall not, without the advance written consent of the EXECUTIVE DIRECTOR, install, utilize or operate any engine or motor machinery in the Facility during this Event, or use any flammable, toxic or explosive items on the property of the **COMMISSION** without the express knowledge and written consent of the Executive Director. LICENSEE agrees that all decorative materials used in the facility will be flame-proof and not attached to walls, floors, ceilings or facility fixtures, and that all questions of safety will be resolved to the EXECUTIVE DIRECTOR'S satisfaction.

- 18. OCCUPANCY INTERRUPTION: If the FACILITIES or any part thereof shall be destroyed or damaged, or if any casualty or unforeseen occurrence shall render the FACILITIES or any part thereof unusable and thereby render the fulfillment of this CONTRACT impractical or impossible, EITHER PARTY shall not in any way be held liable or responsible to the OTHER PARTY for any damage caused to him/her. If said FACILITIES shall be destroyed or damaged after the commencement of the EVENT, rendering the fulfillment of this CONTRACT by COMMISSION impossible or impractical, then this CONTRACT shall be terminated, and LICENSEE shall pay rental for use of said designated FACILITIES only up to the time of such termination, at the rate specified, and the LICENSEE waives any claim for damages or compensation should this CONTRACT so terminate.
- 19. <u>SCHEDULING</u>: Unless **COMMISSION** and **LICENSEE** agree otherwise in advance in writing, **COMMISSION** shall be privileged to schedule other similar **EVENT**S during, before and after the **EVENT** without notice to **LICENSEE**. **LICENSEE** acknowledges that **COMMISSION** will make available for use by others such portions and areas and **FACILITIES** of the Mississippi Coast Coliseum and Convention Center that are not designated in **CONTRACT**, providing such use does not unreasonably interfere with **LICENSEE'S EVENT**.
- 20. <u>SURRENDER, DAMAGE-REMOVAL OF PROPERTY</u>: The FACILITIES identified in Paragraph 2 shall, at the termination of this license, be returned to **COMMISSION** in as good as condition as same were in when LICENSEE began its operations under this agreement, and if any portion or portions of said FACILITIES are damaged, destroyed, or anything above and beyond general cleaning (i.e.: Balloons, confetti, glitter, or bodily fluids) through negligence of LICENSEE, including its guests or patrons, the same shall be replaced, or repaired or restored or compensated for by the LICENSEE to the complete satisfaction of the **COMMISSION** before the termination of this License. In the event the LICENSEE fails to vacate said premises within the time limits established in the agenda and rate schedule CONTRACT, the LICENSEE shall be obligated to pay additional rental of the space equal to ½ of the posted daily rental for that space; said determination to be made by EXECUTIVE DIRECTOR. LICENSEE must have EXECUTIVE DIRECTOR'S approval for extension of any time limits beyond those established in the agenda and rate schedule.
- 21. <u>WRITTEN/VERBAL MATERIALS</u>: The **COMMISSION** shall approve the written and/or verbal use of the FACILITIES' name and/or logo on all materials, advertisement, printed material, and no form or likeness commonly associated with the Mississippi Coast Coliseum and Convention Center, including the images thereof, will be commercially utilized by Licensee except by permission of the **COMMISSION** or Executive Director.
- **22. NOTICES AND CONSENTS:** All notices and all consents required of **COMMISSION** or LICENSEE shall be in writing and shall be given or made by U.S. registered or certified mail addressed to **COMMISSION** as follows:

Mississippi Coast Coliseum and Convention Center 2350 Beach Blvd. Biloxi, MS 39531

to LICENSEE as follows:

East Central High School James Hughey 5500 Hurley-Wade Road Moss Point, Mississippi 39562

23. Any notice or consent so sent shall be deemed to have been given on the date same was deposited in the U.S. Mail as registered or certified matter. In addition, such consents to be given by **COMMISSION** shall not be deemed enforceable unless signed by the EXECUTIVE DIRECTOR.

<u>PARTIAL INVALIDITY</u>: If any term, covenant or condition of CONTRACT or general conditions or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of same shall not be affected, and each term or condition of same shall be valid and enforceable to the fullest extent permitted by law.

Time is of the essence in the performance of this agreement.

This agreement shall be construed under the provisions of Mississippi law and the parties agree that the exclusive venue for any litigation, action, or proceeding regarding this agreement shall lie in the state courts of the Second Judicial District of Harrison County, Mississippi.

This agreement constitutes the entire agreement of the parties and all prior understandings, agreements or negotiations, unless contained herein, are void.

This agreement may not be amended or modified in any way except in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties have made their assent to the above and foregoing conditions on the respective dates below each

signature.



Event Function Schedule

*Tentative - based on May 2025

East Central High School (7720)

East Central High School 5500 Hurley-Wade Road Moss Point, MS 39562

	Attendance: 4,000	Space
Thursday, May 21, 2026		
08:30 AM - 09:00 AM	Client Arrival for Rehearsal	Arena
09:00 AM - 10:00 AM	Graduate Arrival for Rehearsal	Arena
04:00 PM - 05:00 PM	Client Continues Set-Up	Arena
05:00 PM - 06:00 PM	Graduates & Singer Arrival	Hall C & South Arcade Lobby
05:00 PM - 07:00 PM	Arena Doors	Arena
07:00 PM - 09:00 PM	Graduation Ceremony	Arena
09:00 PM - 11:00 PM	Move Out	Arena

Onsite Contact: Christin Burlinson



Venue Rental Proposal

Contract: **7720-01**Contract Due: 10/06/25

James Hughey

East Central High School 5500 Hurley-Wade Road Moss Point, MS 39562

East Central High School (7720)

In/Out: Start-End: Thu 05/21/26 08:30 AM / 10:00 PM

Thu 05/21/26 08:30 AM - 09:00 PM

Bookings	Booked	Status		Amount
Arena	05/21/26 08:30 AM - 10:00 PM	Proposal		\$4,000.00
Hall C & South Arcade Lobby	05/21/26 08:30 AM - 10:00 PM	PM Proposal		1,500.00
				\$5,500.00
Services		Units	Rate	Amount

 Services
 Units
 Rate
 Amount

 Arena Set Up Fee
 1.00 RM
 1,500.00 EA
 \$1,500.00

 Hall C & South Arcade Lobby Set Up Fee
 1.00 EA
 500.00 EA
 500.00

Total Service Charges: \$2,000.00

Total Charges: \$7,500.00