

**RESOLUTION OF THE CITY COUNCIL OF PASCAGOULA, MISSISSIPPI
ADVERTISING RESOURCES OF THE CITY OF PASCAGOULA REGARDING
EASTLAWN UNITED METHODIST CHURCH POLAR EXPRESS PLAY DATE**

WHEREAS, pursuant to Miss. Code § 17-3-1 the City Council may expend moneys of the City of Pascagoula for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of Pascagoula; and

WHEREAS, Eastlawn United Methodist Church has submitted a request to the City Council to advertise the resources of the City for Eastlawn United Methodist Church Polar Express Play Date on December 11, 2021, at the Eastlawn United Methodist Church parking lot, and requests the City to provide the City's trolley for Eastlawn United Methodist Church Polar Express Play Date.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1: That the City Council of Pascagoula, Mississippi, hereby approves the request to provide the City's trolley, for Eastlawn United Methodist Church Polar Express Play Date in order to advertise the resources of the City of Pascagoula and bring the resources of Pascagoula into favorable light.

The motion to approve the foregoing resolution was made by _____ and seconded by _____, and the following vote was recorded:

Mayor Willis	_____
Councilman Gatchell	_____
Councilman Fornett	_____
Councilman Hyde	_____
Councilman Parker	_____
Councilman Walker	_____
Councilwoman Blythe	_____

RESOLVED, this the ____ day of _____, 2021.

ATTEST:

CITY COUNCIL

City Clerk

By: _____
Mayor

HOLD HARMLESS AGREEMENT

Stephen D Messer
[Print Name] (the "Requestor"), agree, swear, and affirm as follows:

HOLD HARMLESS

I acknowledge, stipulate, and accept the dangers and risks associated with the use of the City of Pascagoula's (the "City") trolley, including, but not limited to, the risks of bodily injury to the trolley passengers, other persons, and myself, as well as the risk of property damage to the City's property and the property of others (the "Requested Activity"). I agree, swear, and affirm to release and hold harmless the City for any and all loss, damage, injury, claim, or liability (including, without limitation, attorneys' fees) arising from engagement in the Requested Activity.

DEFENSE AND INDEMNITY

In consideration of the City's grant of the Requested Activity, and to the fullest extent permitted by law, the Requestor shall defend, indemnify, and hold harmless the City, its agents, and employees, and any other person or entity that the City is required to defend or indemnify (collectively, the "Indemnities"), from and against any and all demands, claims, causes of action, liens, fines, penalties, losses, damages, costs, and expenses (including legal fees), of every kind and nature, regardless of whether in law or in equity, or whether nominal, actual, direct, indirect, consequential, special, punitive, or otherwise (collectively, the "Liabilities"), arising out of, or related to, participation in the Requested Activity by the Requestor.

GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with Mississippi law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Jackson County, Mississippi, to the exclusion of all other venues.

REPRESENTATIONS AND WARRANTIES

Requestor represents and warrants that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement. Requestor represents and warrants that it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendation of the City in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

SO AGREED:

Print Stephen D Messer Name:

Signature: Stephen D Messer

Date: NOV. 17, 2021