

2017 INDEPENDENT MAS BAND AGREEMENT

THIS INDEPENDENT MAS BAND AGREEMENT (the "Agreement") dated as of _____, 2017 (the "Execution Date") is entered into by and between Miami-Broward One Carnival Host Committee Inc., a Florida not for profit Florida corporation ("MBOCHCI") and _____, whose address is _____ (the "Mas Band").

WHEREAS the MBOCHCI is the organizing body of the Annual Caribbean Carnival to be held on October 8, 2017 in Miami-Dade and Broward Counties, Florida (the "Carnival");

WHEREAS the parties desire to set forth in this Agreement the terms and conditions under which a Mas Band will participate in the Parade of Bands for the Miami-Broward One Carnival on October 8, 2017.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing preliminary statement is true and further agree as follows:

RESPONSIBILITIES. The Mas Band shall have the following duties and responsibilities:

1. Mas Bands shall include the mark "Miami Carnival 2017 on October 8, 2017", and any related promotional logo, as part of all mas band promotional materials (including, but not limited to, websites, social media, flyers, print, radio and television advertising) produced on or after June 1, 2017 or subsequent to the execution of this Agreement, in connection with 2017 Carnival.
2. Bandleaders shall submit photos/drawings of their costumes for all sections depicting their 2017 portrayal, not later than August 31, 2017.
3. Mas bands shall assemble in their allotted position at the designated starting point at 10:00 a.m. on the morning of the parade.
4. Mas Bands' music trucks and support truck(s) must be in position on the Parade Route at 10 a.m. on Sunday, October 8, 2017. All Mas Band personnel on the credentialed vehicles MUST wear official MBOCHCI wristbands at all times on the parade route and for entry to the venue; a maximum of three (3) Mas Band personnel on the credentialed truck will be allowed through the gate.
5. ALL VEHICLES MUST HAVE THEIR TRAILER WHEELS COVERED AND/OR ENCLOSED BEFORE 10:00 A.M. ON OCTOBER 8, 2017 IN ORDER TO PARTICIPATE IN THE PARADE.
6. Mas Bands are required to have identifiable internal marshals (one for each twenty masqueraders) to ensure an orderly progress and good conduct along the parade route.
7. Mas Bands must supply a contact person to work with MBOCHCI Marshalls to ensure continual movement along the route.
8. Mas Bands are responsible for monitoring and enforcement of the proper conduct and behavior of all members of their band.
9. Mas Bands must cooperate with the MBOCHCI Parade Marshals and Police.

10. AT THEIR OWN RISK AND LIABILITY, Mas Bands shall be permitted to serve non-alcoholic and alcoholic beverages solely to their credentialed (with wristbands) masquerader participants. Bandleaders, their Marshals, Officials and/or Masqueraders shall strictly refrain from the sale of any non-alcoholic and/or alcoholic beverages, food, illegal drugs, and/or any other commercial products to the general public along the parade route and inside the venue. Violations of this provision will result in immediate disqualification as a participating band and forfeiture of all benefits.
11. The use of open fire such as firecrackers or pyrotechnics shall be strictly prohibited.
12. A synopsis of the presentation (a summary description of the theme, section, portrayals and other relevant information), must be received by the MBOCHCI no later than 8:00 p.m. on Monday, October 2, 2017.
13. Mas Bands registering after June 30, 2017 shall not receive any benefits outlined in this Contract. Further, such Mas bands MUST provide photos of ALL costumes to MBOCHCI for approval, no later than August 31, 2017.
14. Mas Bands are allowed no more than six (6) competing individuals per registered band, consisting of a maximum of 1 King, 1 Queen, 2 male individuals and 2 female individuals.
15. The Registration Form for each masquerader or Mas band personnel in every mas band must include a signed statement of release and waiver, agreeing that nothing shall limit the right of Miami-Broward One Carnival Host Committee Inc. (MBOCHCI) to photograph, record, film, videotape and broadcast and to transmit via the Internet the performance of that registered individual at any event produced by MBOCHCI or to include them in the marketing and promotion of MBOCHCI via flyers, brochures and other printed material. It is expressly agreed that MBOCHCI may employ or authorize any third party, including the media, to exercise these rights on its behalf.
16. The Registration Form for each masquerader or Mas Band personnel in every mas band must also include a signed Parade Participant Assumption of Risk, Liability Release, and Indemnification Agreement (attached in the form hereto).
17. In order to ensure the security of Mas Bands and Masqueraders, the following is required of every Mas band in order to participate in the Parade of Bands on Sunday, October 8, 2017.
 - a. Wheels of all vehicles used in the parade must have 18 inches of space maximum from ground to bottom of barrier used to cover drive wheels of vehicle.
 - b. Positioning of a Band Truck Marshall every 8 feet of the length of the truck on each side at all times.
 - c. U-Haul and other rental vehicles that cannot have attachments placed over wheels, must have one Marshal assigned to each wheel at all times.
 - d. Band Truck Marshalls must wear a separate Color t-shirt marked SECURITY, SAFETY, or TRUCK.
 - e. Trucks' maximum height measured from ground should be 13 feet 6 inches.
 - f. Bands must submit drawings (plans) for their trucks, both music and support. Such plans must be submitted prior to the issuance of Carnival permits, wristbands, or other credentials.
 - g. All bands shall provide proof of liability insurance at a minimum of \$1,000,000 per occurrence. Such insurance must be submitted prior to the issuance of permits, wristbands, or other credentials.
 - h. Trucks cannot enter the parade if they do not meet all the safety requirements and specifications.
 - i. Bandleaders or their assigned representative must assist MBOCHCI in identifying masqueraders through checkpoints.
 - j. Bands must be registered with the Florida Division of Corporations or with the respective State of origin.

COMPENSATION. MBOCHCI shall compensate the Mas Band (excepting Late Registrants) for performance of Responsibilities as follows and the date of compensation/Awards Ceremony will be on or before **December 31, 2017:**

Prize Monies will be paid as follows to all adult bands and competitors:

BAND OF THE YEAR	PRIZE AWARD	TOTAL
1 st	\$7,500	
2 nd	\$6,000	
3 rd	\$5,000	
4 th	\$4,000	
5 th	\$3,000	
6 th	\$2,000	
7 th	\$500	
8 th	\$500	
9 th	\$500	
10 th	\$500	
11 th	\$500	
12 th	\$500	\$30,500
KINGS & QUEENS		
1 st	\$2,250 each	
2 nd	\$1,750 each	
3 rd	\$1,250 each	\$10,500
MALE & FEMALE INDIVIDUALS		
1 st	\$700 each	
2 nd	\$600 each	
3 rd	\$500 each	\$3,600
TOTAL PRIZE AWARDS		\$44,600

BENEFITS. MBOCHCI will provide the following benefits to Mas Bands no later than December 31, 2017.

In order to receive benefits and performance incentives, all costumed bands MUST maintain the following four criteria:

- There must be **one hundred fifty (150)** or more costumed participants in their bands (200 for a new band).
- Bands with less than 150 masqueraders can participate, but will not receive any benefits.
- An individual band must cross the parade stage with a minimum of 150 masqueraders (two hundred (200) for a new band) and with its own music truck which is not shared with any other band (except in the case of an emergency during the course of the parade and sanctioned by the Parade Manager).
- A minimum of 50% of the judge's score must be received.
- Bands must complete the entire parade. An exception will be made in a case of emergency or where the Police may request stoppage.

RIGHTS RELEASE. Mas Band herein authorizes MBOCHCI and/or its agents, consignees, or accredited personnel to photograph, film, broadcast, record, video-tape, or audio-tape, the band's performance (including all individual portrayals) and to incorporate the performance in a live or delayed broadcast, videotape, Compact Disc, DVD or any such audiovisual fixation. MBOCHCI shall have the right to manufacture, sell, distribute and otherwise utilize throughout the world via direct delivery, electronic media, Internet, or otherwise embodying the said performance.

The above is subject to the assignment of rights as follows:

- A) Assignment to MBOCHCI.
- B) Retain all neighboring rights individually
- C) Assignment to a third party to be identified.

This does not preempt or prevent the Mas Band from its rights to using its costume and/or portrayals to photograph, film, broadcast, record, video-tape the band's performance (including all individual portrayals) to produce their own delayed broadcast, video-tape, compact disc, DVD or any such audiovisual fixation for its own use, promotion or otherwise.

MBOCHCI reserves the right to use the names, images and works of masqueraders of the competition to advertise and promote this year's competitions.

The parties hereby represent and warrant that

- A) It has the right and authority to enter into this agreement
- B) Execution and performance of this agreement will not violate or conflict with the provisions of any agreement by which it is bound.

The Band, Bandleader, its officers and directors and/or its affiliates, individually or otherwise, shall be prohibited from producing or assisting to produce another carnival in direct competition with the MBOCHCI carnival in Miami-Dade, Broward, Palm Beach or Monroe Counties or in violation of this agreement during the Term of this Agreement.

LIABILITY. MBOCHCI and the Mas Band shall not be liable for any expenses incurred by the other party's act. The Mas Band shall have no authority to bind MBOCHCI by any promise or representation unless specifically authorized in a particular transaction, without the authority of the Board of Directors of MBOCHCI.

INDEMNIFICATION. Mas Band shall be responsible for the safety and security of all participating masqueraders and shall ensure that each registered masquerader has executed and submitted a Parade Participant Assumption of Risk, Liability Release, and Indemnification Agreement (attached in the form hereto). Mas Band, its affiliates, and/or registered masqueraders agree to indemnify, defend and hold harmless MBOCHCI, its affiliates, officers, directors, employees, and agents from and against any claims, suits, demands, damages, judgments, cost and expenses, including reasonable attorney's fees and costs to which any of the above named parties may be subject by reason of any claim for, any injury to, or death of any persons or persons or for damages to property or otherwise arising from or in connection with Mas Band or registered masquerader participation in the Parade. To the extent the Mas Band has liability insurance, MBOCHCI shall be named as an additional insured.

TERM OF AGREEMENT. Unless terminated earlier under the provisions of this Agreement, the term of the Agreement shall be from Execution Date to December 31, 2017 (the "Term") from the date of the execution of this Agreement.

TERMINATION. This Agreement, and the association created hereby, may be terminated by either party hereto at any time upon 30 days' written notice to the other and shall remain in force until so terminated.

CONFIDENTIALITY.

- a) Confidential Information: Mas Band acknowledges that as a result of its agreement with MBOCHCI, Mas Band has and will necessarily become informed of, and have access to, certain valuable and confidential information of MBOCHCI including, without limitation, administrative and financial information, risk files, forms, plans, vendor lists, data, records, manuals, processes, methods, intangible rights, contracts, agreements, licenses and personnel information (collectively, the "Confidential Information"), and that the Confidential Information, even though it may be contributed, developed or acquired in whole or in part by Mas Band, is the MBOCHCI's exclusive property to be held by Mas Band in trust and solely for MBOCHCI's benefit. Accordingly, except as required by law, Mas Band shall not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose to any person,

corporation or other entity any of the Confidential Information without the prior written consent of MBOCHCI, except to officers and employees of MBOCHCI and except for information which legally and legitimately is or becomes of general public knowledge from authorized sources. Concurrently, this provision shall also apply to the restriction of MBOCHCI with any Confidential Information of the Mas Band made privy to MBOCHCI.

- b) Return of Confidential Information: Upon the termination of this Agreement, Mas Band shall promptly deliver to MBOCHCI all MBOCHCI property and possessions including all the Confidential Information, and all other materials relating to MBOCHCI's business which are in Mas Band's possession or control. Failure to do so may result in any legal action necessary for MBOCHCI to regain possession of said possessions.

INDEPENDENT MAS BAND STATUS. The relationship between MBOCHCI and the Mas Band shall be solely as independent Mas Band Contractor and neither party shall be deemed a joint venture, partner, agent, representative or employee of the other. Mas Band is solely responsible for securing, if applicable, at its sole cost, Worker's Compensation insurance, disability benefits insurance and any other insurance as may be required by law. MBOCHCI will not provide, nor will it be responsible for, any benefits (other than those outlined in "Benefits", above) for Mas Band. Any such benefits, if provided by Mas Band himself, including, but not limited to, health insurance, office space, paid vacations, paid holidays, sick leave or disability insurance coverage of whatever nature, shall be secured and paid for by Mas Band.

TAX, DUTIES & RESPONSIBILITIES. Mas Band is responsible for the payment of all required payroll taxes, whether Federal, state or local in nature, including, but not limited to, income taxes, Social Security taxes, Federal Unemployment Compensation taxes and any other fees, charges, licenses or other payments required by law.

ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and merges and supersedes any prior or contemporaneous agreements between the parties relating to this Agreement's subject matter. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver of any of the provisions shall be binding unless in writing and signed by the party against whom it is sought to be enforced.

HEADINGS. The headings of the paragraphs have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in this Agreement to Sections are to the sections of this Agreement.

SEVERABILITY. The invalidity or unenforceability of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of any provision, all of which are inserted conditionally on their being valid in law, and in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid or unenforceable, this Agreement shall be construed as if such invalid or unenforceable word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted or shall be enforced as nearly as possible according to their original terms and intent to eliminate any invalidity or unenforceability.

GOVERNING LAW. This Agreement is made and executed and shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles.

LITIGATION, PREVAILING PARTY. In the event of any arbitration or litigation, including appeals, with regard to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

Date: _____ 2017

MBOCHCI:
MIAMI-BROWARD ONE CARNIVAL HOST COMMITTEE, INC.

Name

Signature

Title

Name

Signature

Title

Date: _____ 2017

MAS BAND (Name of Mas Band Organization)

Name

Signature

Title