

**MIAMI-BROWARD ONE CARNIVAL HOST COMMITTEE INC**

**2016 INDEPENDENT JUNIOR STEEL PAN SOLOIST AGREEMENT**

THIS INDEPENDENT STEEL PAN SOLOIST AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 2016 (the "Execution Date") is entered into by and between Miami-Broward One Carnival Host Committee Inc., a not for profit Florida corporation ("MBOCHCI") and \_\_\_\_\_ (the "Steel Pan Soloist").

WHEREAS the MBOCHCI is the organizing body of the Steel Pan Soloist Competition to be held on October 1, 2016 at Central Broward Regional Park, in Broward County, Florida (Steel Pan Soloist Competition);

WHEREAS the parties desire to set forth in this Agreement the terms and conditions under which a Steel Pan Soloist will participate in the Steel Pan Soloist Competition for the Junior Carnival on Saturday, October 1, 2016

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 Steel Pan Soloist shall provide the following services:

Steel Pan Soloist must be at the Central Broward Regional Park at the staging site at 12 noon on the day of the event, Saturday, October 1, 2016.

Steel Pan Soloist registering after July 31, 2016 may be allowed to participate at MBOCHCI's sole discretion, but will not receive any benefits outlined in this Contract.

Benefits/ Compensation:

In order to receive benefits and performances incentives, Steel Pan Soloist must have:

- (i) Register on or before July 31, 2016
- (ii) Tune of Choice must be a calypso or soca tune.
- (iii) Obtain a minimum of 50% of the judges' score.

Prize Monies will be paid as follows:

1 <sup>st</sup> Place	\$400
2 <sup>nd</sup> Place	\$300
3 <sup>rd</sup> Place	\$200

The Date of Compensation/Awards Ceremony shall be on or before December 31, 2016

MBOCHCI will include all participants in their Liability Insurance Policy as added insured, upon individual registration.

Rights Release. Participant herein authorizes MBOCHCI and/or its agents, consignees, or accredited personnel to photograph, film, broadcast, record, video-tape, or audio-tape, the participant's performance, 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 Participant from its rights to photograph, film, broadcast, record, video-tape his/her performance to produce his/her 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 Participant's performance 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.

Liability. MBOCHCI and the Participant shall not be liable for any expenses incurred by the other party's act. The Participant 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.

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, 2016 (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: Participant acknowledges that as a result of his/her agreement with MBOCHCI, Participant 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 Participant, is the MBOCHCI's exclusive property to be held by Participant in trust and solely for MBOCHCI's benefit. Accordingly, except as required by law, Participant 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.

- b) **Return of Confidential Information:** Upon the termination of this Agreement, Participant 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 Participant's possession or control. Failure to do so may result in any legal action necessary for MBOCHCI to regain possession of said possessions.

**Independent Status.** The relationship between MBOCHCI and the Participant shall be solely as Independent Contractor and neither party shall be deemed a joint venture, partner, agent, representative or employee of the other. Participant is solely responsible for securing, at his/her 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 Participant. Any such benefits, if provided by Participant himself/herself, 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 Participant.

**Tax, Duties & Responsibilities.** Participant 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.

**Indemnification.** MBOCHCI shall indemnify the Participant from and against any and all claims, losses, costs, expenses, liabilities and damages, for any and all claims which occurred or relate to any period of time after the date of this Agreement and for the duration of the Term, as it relates to the Miami-Broward Carnival on October 1, 2016, including, without limitation, amounts paid in settlement, reasonable costs of investigation and enforcing this indemnity and reasonable fees and disbursements of counsel related thereto.

**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,

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

**Participant:** \_\_\_\_\_  
\_\_\_\_\_

**MBOHCI Rep.:**

**Parent/Guardian:** \_\_\_\_\_  
\_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
\_\_\_\_\_

**Date:**