



***BUKU Band Intl.***  
***PRIVATE SECTION LEADER AGREEMENT: Nola Carnival Experience 2021***

This Contract for Services is made effective as of December 15th, 2021, by and between BUKU Band ("BUKU Band Intl. ") and \_\_\_\_\_. (**Hereinafter Referred to as Private Section or Private Section Leader**).

**DEFINITIONS:**

**"NOLA Caribbean Experience"** The all-encompassing 12 day, 40 event extravaganza.

**"NOLA Carnival Experience"** The Carnival parade component of the NOLA Caribbean Experience.

**"Costume Section"** One particular costume design created, designed, and produced to fit a designated theme and presented by BUKU Band only during the appropriate and specified parade and Carnival Period.

**"Section Leader"** The person or organization that takes responsibility for marketing, manufacturing, designing, or distributing a costume section.

**"Carnival Period"** shall mean the period from January 1, 2022 to October 30, 2022.

**"Masquerader"** shall mean an individual who has registered to be a member of the section and to participate in Carnival in a costume licensed by BUKU Band INTL and "masqueraders" shall mean more than one such person.

**"Mas Camp"** The temporary headquarters for the all marketing, housing, and distribution of carnival materials, events, and costumes during the week of or months leading up to the carnival/parade.

**"Band Launch"** The official fashion show and first public display of all costume designs for the carnival season.

**TERM.**

This Contract will terminate automatically on November 1, 2022.

**BUKU Band INTL and Private Section hereby agree to the following:**

**RECITALS**

Both Parties have agreed to come together to establish a Private Section Agreement and hereby agree to the following terms:



- A. BUKU Band Intl agrees to allow Private Section to have a private section in its Carnival Mas Band for Nola Carnival Experience Carnival 2022.
- B. Private Section hereby agrees to produce and organize one of the sections (\_\_\_\_\_) in BUKU Band Intl's presentation for Nola Carnival Experience Carnival 2022 to be held on Saturday October 22<sup>nd</sup> 2022 in New Orleans or an alternative venue in Nola Carnival Experience, if so advised by the Carnival Organizing Committee (Nola Carnival Experience).
- C. BUKU Band will reserve this section, exclusively for Private Section.

### **PRODUCTION**

- A. It is the sole responsibility of the Private Section to design, produce prototypes as stated in the prototype clause below and produce all the costumes for the Private Section's section.

### **PROTOTYPES**

- A. Costumes are inclusive of the body wear (Bra Top & Panty) and headpiece and/or tiara and special options offered. Private Section will design and produce these prototypes based on the theme of the Band and on discussion and agreement with BUKU Band Intl consistent with the name and concept of the section and color combinations, so as not to have duplication of color combinations with other sections.
- B. Private Section will complete the design and production of the prototypes and submit to BUKU Band Intl two months prior to the scheduled date of the BUKU Band Intl Band Launch. BUKU Band Intl will review and approve or approve with changes within five (5) days after submission by Private Section. If there are changes to be made, Private Section will then resubmit within nine (9) days after the requested changes by BUKU Band Intl.

### **MARKETING & PROMOTION**

- A. BUKU Band hereby agrees to organize all aspects of the marketing, promotion, sales and distribution of the costumes in Private Section's section. All marketing and promotion for the Private Section's section is the sole responsibility of the Private Section.
- B. Section Promoter agrees to represent BUKU Band INTL in a responsible and positive manner at all times.

### **MINIMUM QUANTITY GUARANTEE**

- A. Private Section will guarantee a minimum of fifty (30) masqueraders to fill their section and up to a maximum of one hundred and seventy-five (150) is permitted for this section.

### **BAND FEE**

- A. A band fee of fifty US dollars (\$50.00 U.S.) per masquerader will be paid in full to BUKU Band INTL no later than October 15th, 2022. This total amount is based on the number of masqueraders in the section.
- B. An initial deposit of \$250 is required by January 30th, 2022.

### **REGISTRATION**

- A. Should Private Section use any form of manual registration, BUKU Band INTL will provide Registration Forms and the indemnification clauses for BUKU Band INTL and Nola Carnival Experience Latin Caribbean Festival Inc. at the back must be signed by the respective



masquerader(s). These registration forms must be returned to BUKU Band INTL no later than October 1st, 2021. The Private Section is entitled to retain copies of the registration forms.

### **MAS CAMP**

- A. BUKU Band will provide one location for the distribution of costumes and parade materials. It is highly recommended that all sections utilize this amenity.

### **BAND LAUNCH**

- A. The Private Section Leader is required to be present with a minimum of two (2), a maximum of four (4) staff members not including makeup artists.
- B. BUKU Band will provide the following for The Section leaders and staff:
  - a. Band Launch Location (TBA)
  - b. Changing Areas
  - c. Food
  - d. Beverages (alcoholic and nonalcoholic)
  - e. Photography and Videography

### **PHOTOSHOOT**

- A. The Private Section Leader solely responsible for the photoshoot of their section.
- B. BUKU will provide the criteria required for photoshoots

### **IDENTIFICATION**

BUKU Band INTL will provide a wristband to identify the masqueraders as a member of BUKU Band INTL and to entitle them to breakfast, food and drinks and to be in the band on carnival day. A wristband from the Carnival Producers (Nola Carnival Experience Latin Caribbean Festival Inc.) may also be provided (If Nola Carnival Experience so decides) to enable the respective masquerader to enter the Park on Carnival day. Security will be escorting non-paying masqueraders out of the band. BUKU Band INTL expects that the Private Section will do everything possible to assist with this.

### **WRISTBANDS**

BUKU Band will present all necessary wristbands for masqueraiders to participate in the parade.

### **COSTUME SALE PRICES**

Private Section will determine the sale prices of the costumes for its section.

### **SALES TERMS AND CONDITIONS**

The Private Section will determine the terms and conditions of the costume sales for its section.

### **CURRENCY.**

Except as otherwise provided in this agreement, all monetary amounts referred to in this Agreement are in USD ( United States Dollars ).

### **OBLIGATIONS OF BUKU Band INTL**

BUKU Band INTL will provide the following for the PRIVATE SECTION LEADER'S masqueraders:

- A. Designated time and location for costume collection



The Private Section Leader must advise BUKU Band INTL of the total number of masqueraders by October 1st, 2021.

### **PROPRIETARY INFORMATION & CONFIDENTIALITY**

The Private Section Leader hereby acknowledges that during the performance of this Agreement, he/she may learn or receive confidential information about BUKU Band Intl and therefore The Private Section Leader hereby confirms that all such information relating to BUKU Band Intl's business will be kept confidential by the Private Section Leader and their representatives.

- A. It is understood and agreed that this document and any other documentation or information provided by BUKU Band Intl is proprietary and confidential information and is to be used solely for the intended purpose(s) of BUKU Band Intl and must not be disclosed to any organization, company, person or entity; nor should any documentation provided by BUKU Band Intl be duplicated and/or copied for any other purpose or imparted or shared with any organization, company, person or entity.
- B. The confidentiality obligations as stated herein shall survive termination of this Agreement.

### **PHOTO VIDEO RELEASE**

I, hereby grant permission to BUKU Band Intl LLC and all of their subsidiaries to reproduce any portion of the video and photo images listed below that have been taken by me BUKU Band LLC and all of their staff and agents for the purpose of SELF USE and or SELF PROMOTION publications which can include but is not limited to, books, cards, calendars, invitations, social media, and websites without any more compensation or recognition given to me. Furthermore, I grant creative permission to alter the photograph(s). My permission is granted for videos and photographs to the event, travel package, or product I am purchasing with and through BUKU Band Intl LLC.

### **ASSUMPTION OF THE RISKS AND RELEASE**

I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge BUKU Band Intl LLC for illness, injury, death, pregnancy, loss or damage arising out of my or my staff's use of or presence upon the facilities of BUKU Band Intl LLC, whether caused by the fault of myself, my staff, BUKU Band Intl LLC or other third parties.

### **APPLICABLE LAW**

Any legal or equitable claim that may arise from participation in the above shall be resolved under New Orleans law.

### **ARM'S LENGTH AGREEMENT**

This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of



interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

### **DISPUTE RESOLUTION**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. All arbitration is subject to and be held in the state of Delaware and its law. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

### **INDEMNIFICATION**

I agree to indemnify and defend BUKU Band Intl LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of BUKU Band Intl LLC.

### **POSTPONED OR RESCHEDULED**

In the event that the Nola Carnival Experience for 2022 is canceled or postponed, the following will occur:

- A. The Private Section will retain their section name and agreement.
- B. The Private Section approved costume designs will be transferred to the new or contingency date and event.
- C. All band fees will be retained and transferred to the new or contingency date and event.
- D. All section Leader agreements commitments will remain.

As a result, refunds will not be assumed or issued outside of mentioned standard procedure or policy.

### **FORCE MAJEURE**

In no event shall BUKU Band Intl LLC be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay. As a result refunds will not be assumed or issued outside of mentioned standard refund procedure.



**ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire agreement between BUKU Band INTL and SECTION LEADER. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on either Party unless it shall be in writing and signed by an authorized representative of BUKU Band INTL and **SECTION LEADER**.

**ASSIGNMENT**

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Lamin Ngobeh, CEO for Lamin Intl. LLC and BUKU Band Intl. LLC, and **SECTION LEADER**, \_\_\_\_\_ for **SECTION LEADER ENTITY**, effective as of the date first above written.

BUKU Band

By: \_\_\_\_\_  
Lamin Ngobeh

By: \_\_\_\_\_

PRIVATE SECTION

**Private Section Entity Name:** \_\_\_\_\_

By: \_\_\_\_\_

**Representative Name :** \_\_\_\_\_