



NOLA Caribbean Experience
Carnival Band AGREEMENT: Nola Carnival Experience 2022

This Contract for Services is made effective as of December 15th, 2021, by and between NOLA Carnival Experience and _____ . (Hereinafter Referred to as **Carnival Band or Carnival Band 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 Band**” An organization or group that is responsible for providing the parade experience directly to the participants. Not to be confused with the carnival association (the group responsible for organizing the carnival parade).

“**Carnival Period**” shall mean the period from January 1, 2022 to October 31, 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 NOLA Caribbean Experience 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.

NOLA Carnival Experience and Carnival Band hereby agree to the following:

RECITALS

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

- A. NOLA Carnival Experience agrees to allow Carnival Band to have an individual carnival band presentation/performance in Nola Carnival Experience Carnival 2022.
- B. Carnival Band hereby agrees to produce and organize a carnival band in Nola Carnival Experience 2022 to be held on Sunday, October 23rd 2022 in New Orleans.

PRODUCTION

- A. It is the sole responsibility of the Carnival Band/Section to design, produce, and distribute costumes.
- B. Carnival Band is solely responsible for all aspects of carnival day presentations, performances, and consumer experience and sales. Completely indemnifying NOLA Caribbean experience/NOLA Carnival Experience from carnival bands consumer sales, marketing, amenities, offerings, branding, and terms and conditions.

MARKETING & PROMOTION

- A. NOLA Caribbean Experience will provide marketing for the entire parade and all organizations involved. All unique or custom marketing and promotion for the Carnival Bands/Sections is the sole responsibility of the Carnival Band/Section.

MINIMUM QUANTITY GUARANTEE

- A. Carnival Band/Section will guarantee a minimum of thirty (30) masqueraders.

BAND FEE

- A. Carnival Band registration fees are the following:
 - a. LARGE (>201 masqueraders) - \$1,000
 - b. MEDIUM (151- 200 masqueraders) - \$750
 - c. SMALL (<150 masqueraders) - \$500
- B. All fees are to be paid in USD.
- C. Fees will be paid in full to NOLA Caribbean Experience no later than January 30th, 2021. based on the number of masqueraders in the section.

VEHICLE REGISTRATION

- A. It is the sole responsibility of the Carnival Band to design, produce, and provide vehicles for their carnival parade presentation.



- B. All vehicles in use for the parade must be registered, licensed, insured. Said vehicles must also be registered with the NOLA Caribbean Experience and adhere to all rules and bylaws of the NOLA Caribbean Experience parade.

MAS CAMP

- A. It is the sole responsibility of the Carnival Band/Section to design, produce, and distribute costumes.

BAND LAUNCH

- A. It is the sole responsibility of the Carnival Band/Section to produce their own band launch presentation. Band Launches are also completely optional.

PHOTOSHOOT

- A. It is the sole responsibility of the Carnival Band to produce their own photo shoot presentation. Photo shoots are also completely optional.

IDENTIFICATION

NOLA Carnival Experience will provide a wristband to identify the masqueraders as a member of NOLA Carnival Experience and to entitle them to the following amenities:

- A. Security and police detail
- B. A wristband for NOLA Caribbean Festival entry

WRISTBANDS

Wristbands will be distributed on Friday October the 21st to all registered bands according to their band size and registration form.

COSTUME SALE PRICES

Carnival Band/Section will determine the sale prices of the costumes for its sections.

SALES TERMS AND CONDITIONS

Carnival Band/Section will determine the terms and conditions of the costume sales for its sections.

CURRENCY

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

OBLIGATIONS OF NOLA Carnival Experience

NOLA Carnival Experience will provide the following for the Carnival Band LEADER'S masqueraders:

- A. Designated time, date, and location for costume collection
- B. Security and police detail
- C. A wristband for NOLA Caribbean Fest entry



PROPRIETARY INFORMATION & CONFIDENTIALITY

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

- A. It is understood and agreed that this document and any other documentation or information provided by NOLA Caribbean Experience is proprietary and confidential information and is to be used solely for the intended purpose(s) of NOLA Caribbean Experience and must not be disclosed to any organization, company, person or entity; nor should any documentation provided by NOLA Caribbean Experience 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 NOLA Caribbean Experience 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 NOLA Caribbean Experience 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 NOLA Caribbean Experience 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 NOLA Caribbean Experience LLC, whether caused by the fault of myself, my staff, NOLA Caribbean Experience 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 NOLA Caribbean Experience 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 NOLA Caribbean Experience LLC.

POSTPONED OR RESCHEDULED

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

- A. The Carnival Band will retain their name and agreement.
- B. The Carnival Band approved carnival band size will be transferred to the new or contingency date.
- C. All band fees will be retained and transferred to the new or contingency date.
- D. All Band 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 NOLA Caribbean Experience 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 NOLA Carnival Experience and BAND/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 NOLA Carnival Experience and **BAND/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 NOLA Caribbean Experience. LLC, and **SECTION LEADER**, _____ for **SECTION LEADER ENTITY**, effective as of the date first above written.

NOLA Carnival Experience

By: _____
Lamin Ngobeh

By: _____

Carnival Band/Section

Carnival Band/Section Entity Name: _____

By: _____

Representative Name : _____