



This agreement is made between Caribbean Carnival International (CCI), a non-profit organization based in Tallahassee, Florida AND \_\_\_\_\_ a \_\_\_\_\_ group from \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2008. This contract expires on Sunday, October 5<sup>th</sup>, 2008, at 12:00 am.

The terms of the contract are as follows:

CCI will agree to pay lodging and housing expenses for Performer(s) during their stay for their contracted performance at Tallafesta, October 3<sup>rd</sup>-4<sup>th</sup>, 2008. CCI will pay \$\_\_\_\_\_ to retain the services of said band as a deposit. Balance of performance for contracted time will be \$\_\_\_\_\_. Balance shall be paid in full in the amount of no later than September 15<sup>th</sup>, 2008.

Payment Schedule:

\$ \_\_\_\_\_ Date \_\_\_\_\_  
\$ \_\_\_\_\_ Date \_\_\_\_\_  
\$ \_\_\_\_\_ Date \_\_\_\_\_

You will perform at the following events (please check appropriate ones):

- Carnival Gala: Thursday - October 2<sup>nd</sup> - 6 p.m.  
 Carnival Village: Friday- October 3<sup>rd</sup>- 4<sup>th</sup> p.m.- 10 p.m.  
Saturday- October 4<sup>th</sup>- 9 a.m. -10 p.m.  
 Carnival Parade: Saturday - October 4<sup>th</sup> - 9:00 am. Line up shall be at 7 am  
 Other: \_\_\_\_\_

Performance time: \_\_\_\_\_

- 1) Performer shall provide no less than \_\_\_\_\_ participants for the parade on October 4<sup>th</sup>, 2008.
- 2) Sounds and equipment shall be procured and maintained by performer/DJ for contracted performance times.
- 3) While in Tallahassee, stated group cannot perform for any other concert, show or event; nor can your group host or be feature guests at no other events but those official events of CCI Caribbean Carnival.
- 4) All performances are to begin ON TIME, at the times stated in item 2 above. CCI will notify Performer(s) of start times, which shall be followed and adhered too by Performers. Therefore, we require any sound-checks, testing, etc. of equipment, etc. be done at least two (2) or more hours in advance.
- 5) You shall inform us of any auxiliary support equipment needed: such as truck, generator, etc., at least two weeks prior to the first event you are to participate in.
- 6) Should stated group cancel the performance within 30 days prior to the engagement date, all monies including the deposit and balance due shall be forfeited and returned to CCI immediately.
- 7) Failure to begin performance in a timely manner as expressed by CCI will be viewed as a breach of contract and

Performer(s) shall be held liable allowing for CCI to pursue sanctions, agreement termination, or any compensatory measures deemed reasonable by the organization to remedy contract violation.

- 8) CCI shall only be liable for 14% of the negotiated contract price if Performer(s) does not execute 85% of their contracted performance based on any Acts of God, civil disobedience, strikes, or other conditions prohibiting fulfillment of this agreement.
- 9) Performer(s) shall conduct themselves in an acceptable manner and observe all rules and regulations set forth by the City of Tallahassee.
- 10) Any criminal conduct, unexcused tardiness, or absence which prevents a timely starting of the performance required hereunder, indecency, drunkenness, or damage to CCI property by Performer(s) shall be viewed as breach of contract allowing for CCI the right to terminate the agreement and pursue any and all compensatory measures available at the organizations disposal.
- 11) This contract constitutes a complete and binding agreement between CCI and the Performers. An AGENT acts only as agent and assumes no responsibility as between the CCI and Performers. CCI shall at all times have complete supervision and direction over the services of the Performers on this engagement and expressly reserves the right to control the manner, means, and details of the performances of services as well as the ends to be accomplished.
- 12) CCI maintains the right to terminate this agreement upon written notice to Performer whenever CCI shall determine that cancellation is in the best interest of the organization. CCI will pay all reasonable costs and expenditures associated with the termination of this contract. However, the performer shall not be reimbursed for any anticipatory costs nor profits that the performer expected to earn from the event that is the subject matter of the contract.
- 13) All terms in this contract are CONFIDENTIAL, between CCI and \_\_\_\_\_ and shall NOT be disclosed to or discussed with any other individual(s), group(s) or party.
- 14) **THIS CONTRACT CAN ONLY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF ALL PARTIES.**

It will be generally understood that your participation or involvement in CCI Caribbean Carnival is not to be construed as an admission of liability or the assumption of any responsibility by CCI for the personal acts or omissions by you or those of your organization and shall not be a waiver of CCI's right to enforce any terms, power, right or option in the future.

Neither the execution and delivery of this Agreement nor the consummation of the contemplated transactions herein will conflict with or result in a breach of any of the terms, conditions or provisions of any law or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or of any agreement or instrument to which it is a party or by which it is bound.

Any claim or controversy arising among or between the parties hereto pertaining to this Agreement and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in the Tallahassee, Florida Jurisdiction.

This Agreement can be modified or rescinded only by writing by both parties and their duly sworn authorized agents. No claim or right arising out of the breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of such claim or right unless the waiver or renunciation is in writing signed by the aggrieved party. This Agreement can be modified or rescinded only in writing by both parties and their duly sworn authorized agents.

This agreement is governed by the laws of the State of Florida. The parties have executed this agreement at the day and year first written above.

**I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS PRESENTED IN THIS CONTRACT.**

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
CCI Representative(s)

\_\_\_\_\_  
Performer(s) Representative(s)