CITY OF NORTH MIAMI/MAJ INVESTMENT GROUP, LLC.
MARDI GRAS 2014 CONSULTANT AGREEMENT

This AGREEMENT is by and between the CONSULTANT, MAJ INVESTMENT GROUP, LLC.,(hereinafter "CONSULTANT"), having its principal address at 19987 NE 6th Court, Miami FL 33179, and the CITY of North Miami, located at 776 N.E. 125th Street, North Miami, Florida, 33161, (hereinafter "CITY").

WHEREAS, for several years, the CITY of North Miami has been seeking to create and host a premier, signature EVENT for the benefit of the CITY and its residents; and

WHEREAS, the CITY believes that a Mardi Gras festival (hereinafter "EVENT"), can be an engine for economic growth and vitality in the CITY as well as highlight and celebrate the cultural diversity that represents the CITY; and

WHEREAS, Mr. Rulx Ringo Cayard, representing MAJ Investment Group, LLC., as CONSULTANT, created successful Mardi Gras festivals in the CITY of Miami; which were widely recognized as the premier Mardi Gras EVENT in South Florida; and

WHEREAS, CONSULTANT offers the expertise and services necessary to meet the planning, logistical, technical, sponsorship solicitation, promotion and management and related needs to organize Mardi Gras 2014 in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, and for such other good and valuable consideration, the CITY and CONSULTANT covenant and agree as follows:

1. Term

CITY hereby engages CONSULTANT as a Consultant pursuant to the terms of this Agreement. The term of this Agreement shall commence on the effective date and terminate on March 30, 2014 or the day after the EVENT, following a settlement of the financial accounting of the EVENT. Said term may be extended only upon the written agreement of both parties.

2. Services

The CITY hereby engages CONSULTANT as an independent contractor to perform the Services described in this Agreement and in accordance with Exhibit "A" attached hereto.

The Services to be provided by CONSULTANT shall consist of services typically provided by talent buyers, entertainment promoters, and music festival producers as those terms are generally used in the music concert industry in the United States.

In engaging CONSULTANT, the CITY acknowledges that CONSULTANT'S Services performed hereunder are non-exclusive and that CONSULTANT shall be free to perform the same or similar service for others provided that CONSULTANT devotes such time as is necessary for proper performance under this Agreement. However, in no EVENT shall

CONSULTANT be engaged in the same or similar Services for any festivals in Miami-Dade County during the time of this Agreement.

CONSULTANT also acknowledges that this is a non-exclusive Agreement and the CITY shall have the authority to retain the Services of other providers to assist the CITY with the EVENT.

3. Compensation

In exchange for the Services outlined herein, CITY shall pay CONSULTANT the total sum of One Hundred Twenty Thousand Dollars ($120,000), inclusive of all other costs, with payments to be made as follows:

- $50,000.00 to be paid at the execution of this Agreement; and
- $7,000.00 to be paid per month beginning April 1, 2013 until final payment on January 1, 2014.

4. Sponsorships

All sponsorships procured through the efforts of the CITY or any of its representatives or through the CONSULTANT, shall be paid directly to the CITY.

For all sponsorships procured by the CONSULTANT through a third party, CONSULTANT shall receive thirty percent 30% of the commission, with the remaining sums paid to the CITY.

A "Commissionable Transaction" shall mean a sponsorship and/or promotion transaction that is accepted and executed by the CITY and the Sponsor.

5. Budget

Within sixty (60) days of the execution of this Agreement, CONSULTANT, will provide to CITY, with its approval, a full and complete Budget outlining all costs (hard and soft, including but not limited to permits, licenses, equipment rentals, artists related costs, security, advertisement and promotions, etc.), associated with the planning and execution of the EVENT.

Following the CITY'S approval of the Budget, CONSULTANT will not incur any expenses for the EVENT, which are not reflected in the Budget unless specifically pre-authorized in writing by the CITY. CITY shall be solely responsible for paying all mutually-approved costs and expenses associated with the production, presentation and management of the EVENT as reflected in the Budget (collectively, "Approved Costs").

Notwithstanding any other provision in this Agreement, CONSULTANT shall have no obligation to incur or pay any Approved Cost set forth on the Budget or perform the corresponding services to cover any Approved Costs. In the event, CONSULTANT advances funds to pay Approved Costs (which Contractor shall have no obligation to do under this Agreement), then CITY shall promptly (within three (3) business days) reimburse Contractor for such Approved Costs paid by CONSULTANT.

6. Artist Contracts

As part of the Services, CONSULTANT shall negotiate, on behalf of the CITY, with artists and their agents in order for CITY to obtain contracts with the artists. CITY acknowledges and agrees that CONSULTANT shall not be a party to or signatory of any such contracts and shall merely be acting as an agent for CITY having the authority to confirm terms with artists and/or their agents without having any liability in connection therewith. The parties agree and acknowledge that CONSULTANT shall use its best efforts to procure artists to perform at the EVENT.

The CONSULTANT and CITY shall mutually develop a list of proposed artists for the EVENT. Using the agreed upon list, CONSULTANT shall approach artists' agents for the purpose of determining artists' availabilities to perform at the EVENT.

Upon written authorization from the CITY, CONSULTANT shall make offers to an artist's agent or representative and negotiate terms and conditions of the artist's appearance, while continuously consulting with CITY in connection therewith. Such negotiations shall deal with the cost of talent, basic and material terms of the artist's contract and rider (copies of which will be delivered to CITY), travel expenses and any other costs or conditions associated with the artist's appearance at the EVENT including any Force Majeure provision and the provision for a fifty percent (50%) deposit to be made to the artist's representatives trust account within ten (10) business days of execution of the artist's contract and the remaining fifty percent (50%) of the artist's compensation to be paid no later than two (2) weeks prior to the EVENT. The CITY will issue all deposits, payments and compensation directly to artist and/or artist's agent. No travel costs incurred for the benefit of CONSULTANT will be paid by the CITY.

After CONSULTANT provides the negotiated terms to CITY and receives written authorization from CITY to move forward with such artist, CONSULTANT may book and confirm the artist on the terms agreed upon by CITY in its authorization. After such booking is made, CONSULTANT shall forward to the CITY for execution the standard agreement from the artist's representatives with any appropriate suggested changes.

7. City Obligation

CITY shall: (a) work with CONSULTANT to develop and approve any changes to the Approved Budget; (b) provide information needed by CONSULTANT to provide the Services in an efficient manner; (c) provide a CITY staff person to serve as a liaison to CONSULTANT to coordinate all activities in planning and executing the EVENT between the CONSULTANT and the CITY; and (d) comply with the terms of all vendor agreements.

8. Event Schedule

The parties agree that CONSULTANT will complete or cause to complete the following schedule in accordance with following timeline:

Complete and Submit Event Budget	Within 60 days of execution
Submit Event Plan (e.g. business plan)	Within 60 days of execution

Submit Sponsorship List	Within 90 days of execution
Submit Site Plan	Within 60 days of execution
Complete Grant Applications	Within 4 months of execution

9. Reporting

Beginning May 1, 2013, CONSULTANT shall provide monthly activity reports to the CITY on the first of every month, which details the efforts made the preceding month as well as an accounting of confirmed sponsor amounts and pending sponsor contracts.

10. Accounting

The parties shall use their best efforts to cooperate with each other in the preparation and finalization of quarterly accounting reports, setting forth all costs associated with the planning and execution of the EVENT.

CONSULTANT will provide the CITY with a full accounting of attendance, Approved Costs and revenues from vendors, food, sponsorship and merchandise sales, and other matters relating to the EVENT within forty-five (45) days after completion of the EVENT (the "Final Settlement"). The Final Settlement shall include a detailed financial accounting of all approved costs and supporting documentation. All books, records, and audits related to matters covered by this Agreement, shall be open to the public, subject to the Florida Public Records law, upon reasonable notice.

11. Exercise of Approval Rights

All sponsorship and promotion agreements shall be subject to the written approval of the CITY (which may be withheld for any reason) and shall be signed only by the CITY Manager. The CITY shall have exclusive right to decline any sponsorship or promotion opportunity for any reason whatsoever as presented by CONSULTANT to the CITY without incurring any liability to CONSULTANT for declining any such transaction.

12. Acts of Sponsors

Neither CONSULTANT, nor any of its affiliate agents, shareholders, officers, directors or employees, shall be liable in the event of non-payment by the sponsor under a sponsorship and/or promotion agreement. Moreover, CONSULTANT shall have no liability for any claims relating to damages arising from any sponsorship or promotion agreement or for any violation of law, statute, regulation or other illegal act by any sponsor.

13. Duty to Furnish Information

The parties are required to furnish all information reasonably requested by each other for the purposes of planning and executing the EVENT. All documents are subject to the Florida Public Records Law.

14. Marketing, Advertisement and Promotion

CONSULTANT will not distribute announcements, press releases or marketing materials without the written consent of the CITY. The CITY will be responsible for the payment of any marketing, advertisement and promotion associated with the EVENT. However, the CONSULTANT will be required to meet its obligations under Exhibit A.

15. Pledge of Credit

CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract debt, obligation, judgment, lien, or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16. Termination

The CITY shall have the right to terminate this Agreement upon fifteen (15) days written notice to CONSULTANT, subject to City Council approval. If the CITY terminates the Agreement, CONSULTANT shall be entitled to retain compensation for Services performed by CONSULTANT, plus any reasonable costs incurred, up through the date of termination. In addition, CONSULTANT shall be paid for all sponsorship commissions earned up to the date of termination, in accordance with paragraph 4 above.

CONSULTANT shall have the right to terminate this Agreement based upon any material failure of the CITY to perform its duties under the Agreement. However, CONSULTANT shall be required to provide the CITY with a written notice and an opportunity to cure at least fifteen (15) days prior to the date designated for termination. Should CONSULTANT terminate the Agreement without cause within 90 days of the date of the EVENT; the CITY shall be entitled to a refund of 50% of the compensation paid to CONSULTANT, plus any damages caused by CONSULTANT'S termination. In the event this Agreement is terminated, with or without cause, CONSULTANT agrees to turn over all materials used in the pursuit of planning and executing the EVENT to the CITY.

17. Ownership

CONSULTANT acknowledges and agrees that all work product, intellectual property, logos and promotional materials created for the EVENT shall be exclusively and solely owned by the CITY. Upon conclusion of the EVENT, CONSULTANT agrees to turn over all such materials in its possession to the CITY.

18. Insurance

The CITY shall provide and maintain general liability insurance coverage, including what is generally known as "spectator liability", for personal injury and property damage in the amount of acceptable to the CITY protecting the CITY, its officers, agents and employees against any and all liability due to death, injury or damage to property resulting from, arising out of, or any way incidental to the EVENT and/or any act or omission of CITY, its employees agents,

servants, patrons, guests or invitees. Such liability policy of insurance shall designate the CONSULTANT as an additional insured and CITY shall deliver a certificate to that effect, evidencing no less than a thirty (30) day cancellation notice.

CONSULTANT shall not allow the commencement of work at the venue until all insurance required as stated herein has been obtained.

19. Indemnification

CONSULTANT agrees to defend, indemnify, save and hold harmless the CITY and the CITY'S officers, agents and employees from any claim, demand, suit, loss, cost or expense for any damages which may be asserted, claimed or recovered against or from CITY or CITY'S officers, agents, or employees arising out of, or is incidental to, or in any way connected with negligent, willful or intentional acts or omissions of CONSULTANT'S, its agents, officers or employees. CONSULTANT shall further indemnify the CITY from any claims made against the CITY by any third parties for actions taken or agreements entered into by CONSULTANT with respect to this Agreement. This indemnification shall include any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof, including appeals. Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

20. Personnel

CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform this Agreement. CONSULTANT understands that these employees will not be employees of the CITY. All of the Services required hereunder shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under State and Local laws to perform such Services. CONSULTANT will not be responsible for persons employed or contracted by the CITY to assist with the EVENT. CITY understands that EVENT staffing, including but not limited to stage personnel, and other venue staffing shall be paid by the CITY separate and apart from the fee to be paid to CONSULTANT. CONSULTANT will provide preliminary estimates of staffing and volunteer needs, with their primary areas of assignments as part of the Budget. Any changes to the Budget and personnel needs must be approved by the CITY.

21. Related Events

Should the parties agree to plan and execute related events associated with Mardi Gras 2014, such as a Mayor's Ball, fundraising event, etc., same will be memorialized by separate agreement outside of the terms of this Agreement, without the need for further City Council approval. Nothing in this Agreement precludes the CITY from planning and executing additional related events without the assistance of the CONSULTANT. However, any related events organized by the CONSULTANT, must be approved by the CITY.

22. Labor/Supplies

The CITY shall not be responsible for payment for any supplies, labor, taxes, licenses, permits, overhead, or any other expenses or costs (not including the producer's, stage manager's other essential personnel fees) incurred by CONSULTANT, unless such expense or costs is incurred by CONSULTANT as part of the Approved Costs or with the prior written approval of the CITY Manager, or his designee.

23. Force Majeure

Either party's failure to fulfill its obligations hereunder due to act of God, fire, casualty, physical disability, the acts or regulations of 3rd party public authorities, interruption or delay of transportation services or any other cause, of a similar nature beyond that party's control, including, without limitation (each a "Force Majeure "), shall not be deemed a breach of this Agreement. Furthermore, CITY may elect to cancel the EVENT following the occurrence of a Force Majeure that prevents the EVENT from proceeding on the chosen EVENT dates. If the EVENT is cancelled by reason of Force Majeure and if such cancellation takes place less than thirty (30) days prior to the scheduled EVENT, CITY shall be obligated to pay CONSULTANT up to the date of cancellation. Regardless of the cancellation date, CONSULTANT shall complete all deliverables pursuant to the Agreement, and shall use commercially reasonable efforts to secure a refund of any vendor fees paid to the date of termination and any such recovered amounts shall be returned to the CITY.

24. Independent Contractor

Nothing contained in this Agreement constitutes or creates an agency relationship, a partnership or a joint venture between or among the parties; and the parties intend their relationship to be that of independent contractor's with respect to the EVENT and no party is authorized to bind the other party except that CONSULTANT may execute agreements on behalf of CITY in accordance with this Agreement. CITY shall assume all obligations under such agreements and CONSULTANT shall assume no obligations or have any liability with respect thereto. Each party shall be responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation insurance and travel related expenses.

25. Required licenses

CONSULTANT and the individual executing this Agreement on behalf of CONSULTANT, warrants that CONSULTANT possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Dade to perform the work herein described.

26. General Provisions

A. CONSULTANT agrees to comply with all laws, statutes, ordinances, rules, and regulations of the United States, the State of Florida, Miami-Dade County, the City of North Miami, and any other governmental body with applicable jurisdiction.

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral statement, understandings, or agreements.

C. This Agreement shall not be assigned by either party, unless approved in writing by the parties.

D. This Agreement shall be interpreted and governed by Florida Law. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought and venue shall lie in Miami-Dade County, Florida.

E. No consent or waiver, whether expressed or implied, by either party to this Agreement to, of or for any breach or default by the other party in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or for any other breach or default in performance by such other party of the same or any other obligation of such party hereunder. Failure on the part of either party to complain of any act or failure of the other party to this Agreement or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

F. All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive. In the EVENT of a breach of or other failure to perform as required under this Agreement, the party not breaching or defaulting shall, in addition to all rights and remedies hereunder provided, have all rights and remedies available in law or in equity.

G. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such results shall not affect the other terms and provisions of this Agreement or applications thereof which can be given effect without the relevant term, provision, or application, and to this end the parties agree that the provisions of this Agreement are and shall be severable.

H. Every notice, demand, direction, consent, or approval, request and other communication required or permitted hereunder shall be made in writing sent by certified United States Mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized delivery service, or by hand-delivery to the addresses as stated below:

As to CONSULTANT:
Ringo Cayard
MAJ Investment Group, LLC
19987 NE 6th Court
Miami FL 33179

As to the CITY:
City Manager

City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

With copy:
City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

I. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

J. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

K. All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

L. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

M. Should any dispute arise hereunder, the prevailing party shall be entitled to recover against the non-prevailing party all costs, expenses and attorney's fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

WITNESS:

By: _____

Print: JEAN L CAYARD

Date: 3-13-13

MAJ Investment Group, LLC,
"CONSULTANT"

By: _____

Rulx Ringo Cayard, Manager

Date: 3/13/13

City of North Miami, a Florida municipal corporation: "CITY"

By: _____
Michael A. Etienne, Esq
City Clerk

By: _____
for Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney

CORPORATE RESOLUTION

Whereas MAJ Investment Group, LLC., desires to enter into an Agreement with the CITY OF NORTH MIAMI substantially in the form of the agreement to which this Resolution is attached;

Whereas, the Board of Directors, at a duly held meeting has considered the matter in accordance with the By-Laws of the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS that this corporation is authorized to enter into the Agreement with the CITY and Kevin Cayard is hereby authorized and directed to execute the Agreement in the name of this Corporation and to execute any other documents and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 13th day of March 2013.

BY: _____
Rulx Ringo Cayard

BY: _____

Name: JEAN L CAYARD

Affix Corporate Seal