

AGREEMENT FOR THE  
MANAGEMENT OF NEW PROVIDENCE JUNKANOO PARADES

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2011 made **BETWEEN (1) THE MINISTRY OF YOUTH, SPORTS AND CULTURE** (the "Ministry") which expression where the context so permits include its successors) with offices located at Thompson Boulevard, Nassau, New Providence, Bahamas represented herein by Nichole Campbell, Permanent Secretary of the Ministry of the one part **AND (2) THE JUNKANOO CORPORATION NEW PROVIDENCE LTD.** (the "JCNP" which expression shall where the context so permits includes its successors, assigns, servants and agents), a Company incorporated and existing under the laws of The Commonwealth of The Bahamas and carrying on business within the said Commonwealth of the other part. (The parties are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties").

**WHEREAS,**

- A. The Government and the JCNP recognize the mutual benefit of establishing a joint approach to the management of the Junkanoo Parades as hereinafter defined.
- B. The JCNP recognizes that the Government invests a substantial amount of money to its funds should benefit the largest possible public.
- C. The Government and the JCNP recognize that Junkanoo Groups have invested a great deal of time and money to expand and commercialize the Junkanoo Parades in New Providence, but have had very little return on this investment or direct involvement in the administration of the parades

**NOW THEREFORE** in consideration of the premises and the mutual covenants herein recited and of other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

## **1. DEFINITIONS**

As used in this Agreement, the following terms shall have the following respective meanings:

- 1.1. **Accreditation** shall mean the process by which access to the parade venues and route, for a specified purpose is determined and authorized by the proper authority.
- 1.2. **Agreement** means this Agreement.
- 1.3. **Bleachers** shall mean the raised, tiered stands that are typically provided at spectator events, which in this instance are uncovered and offers no protection from the sun or other elements.
- 1.4.. **Bleacher Marshal** shall mean such individual charged with controlling access to seating by the general public.
- 1.5. **Entry Point Marshals** shall mean those individuals charged with controlling points of entry to the parade venues, parade route and seating areas.
- 1.6. **Force Majeure** shall mean any circumstances beyond the control of the Parties, including but not limited to war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war, riot, commotion or disorder (except where solely restricted to employees, members, servants or agents of either Party) and Acts of God.
- 1.7.. **Government** shall mean the Government of The Bahamas.

- 1.8. **Government Agencies** shall mean any Ministry, Department or Statutory Board, Authority or Committee designated to participate in the administration of the Junkanoo Parades.
- 1.9. **Grand Marshal** shall mean such individual designated as such and charged with controlling the access of Junkanoo Groups and individual masqueraders to the Parade Route.
- 1.10. **Group Marshals** shall mean those individuals designated as such and charged with controlling the activities and behaviour of Junkanoo Groups while on the Parade Route.
- 1.11. **Judge** shall mean such person(s) who is appointed to score any of the Junkanoo Parades.
- 1.12. **Judging** shall mean the process by which points are awarded by Judges to the Junkanoo Groups based on various aspects of their performances in accordance with prescribed rules.
- 1.13. **Junkanoo Groups** shall mean the New Providence Junkanoo groups duly registered and certified by the relevant government agency as such.
- 1.14. **Junkanoo Parades** shall mean the Boxing Day Parade held in New Providence on Boxing Day (which term shall include any other date on which Boxing Day is to be observed and duly appointed by Notice in the *Official Gazette*) and the New Year's Day Parade held on New Year's Day.
- 1.15. **Marshaling** shall mean the process or system by which access to the Parade Route and Seating is controlled.

- 1.16. **National Junkanoo Committee** shall mean the statutory body appointed by the Government to advise and assist the Minister on matters relating to the management of Junkanoo.
- 1.17. **Parade Route** shall mean the route along various streets in downtown New Providence which has been agreed by the Parties hereto for the Junkanoo Parades.
- 1.18. **Seating** shall mean the bleachers provided for the viewing public during the Junkanoo Parades.
- 1.19. **Ticketing** shall mean the process by which persons wishing to view the Junkanoo Parades are issued with a paper slip or card indicating that its bearer is entitled to view the Junkanoo Parade from a designated Seating along the Parade Route and such other rights in connection therewith.

## **2. TERM OF THE AGREEMENT**

2.1. The Agreement shall enter into force and effect upon the date hereinbefore mentioned and shall continue for a period of six (6) calendar months from the date hereof unless otherwise terminated by either Party pursuant to the provisions of Clause 8 hereinafter.

2.2. Upon the expiration hereof, the Parties may renew this Agreement upon such terms and conditions as the Parties may agree in writing.

## **3. SCOPE OF THE AGREEMENT**

3.1. The Agreement provides for inter alia the following:-

3.1.1. The organization and management of the Junkanoo Parades;

3.1.2. The relationship between the Government and its agents including the National Junkanoo Committee on the one hand and the JCNP on the other hand;

- 3.1.3. The financial obligations of each Party in respect to the Junkanoo Parades and the manner in which the proceeds should be apportioned among the Parties.

#### **4. OBLIGATIONS OF THE GOVERNMENT**

- 4.1. The Government through its relevant agencies shall:-
- 4.1.1. Register and certify the Junkanoo Groups;
  - 4.1.2. Provide Seed Funding, at its sole discretion, to such Junkanoo participants duly accredited by the JCNP.
  - 4.1.3. At its sole expense cause bleachers to be provided for public seating at the Junkanoo Parades;
  - 4.1.4. Engage, appoint, train, manage, instruct and control the Bleacher Marshals and Entry Point Marshals;
  - 4.1.5. At its sole expense provide the vests, badges and/or such other forms of identification as may be necessary for the Bleacher Marshals, Entry Point Marshals and all other approved officials;
  - 4.1.6. Securing premises (whether public or private) within the vicinity of the Parade Route to facilitate the administration of the Junkanoo Parades;
  - 4.1.7. In consultation with the JCNP, determine the prices of the various tickets for the Junkanoo Parades;
  - 4.1.8. At its sole expense, engage such persons to provide tents, port-a-toilets tables and chairs at such locations along the Parade Route as the Government shall deem fit;
  - 4.1.9. At its sole expense, engage such persons to provide fencing at such locations along the Parade Route as the Government shall deem fit;

- 4.1.10. At its sole expense secure public liability insurance in the amount of B\$ 5 million, or such other sum as the Government shall in its sole and absolute discretion deem fit and appropriate, for the spectators attending the Junkanoo Parades;
- 4.1.11. Secure life and disability insurance in such amount as the Government shall in its absolute discretion deem fit and appropriate for the participants and workers of the Junkanoo Parades;
- 4.1.12. At its sole expense insure the bleachers against loss or damage by fire, riot, theft, vandalism and like risks;
- 4.1.13. License media personnel;
- 4.1.14. At its sole expense engage the services of such persons to advertise and promote the Junkanoo Parades;
- 4.1.15. Liaise with various Media Houses wanting to cover the Junkanoo Parades;
- 4.1.16. License the Vendors and Stall Holders at the Junkanoo Parades;
- 4.1.17. Liaise with the Royal Bahamas Police Force;
- 4.1.18. Liaise with the Bahamas Electricity Corporation so that lighting may be provided along with Parade Route and surrounding area;
- 4.1.19. Liaise with Allied Health Facilities, the Bahamas Red Cross and any other medical services so that ambulance service and emergency medical care may be provided at the Junkanoo Parades;
- 4.1.20. Appoint persons to the parade management committee present to clause hereinafter

- 4.1.21. Appoint persons to the Parade Management Committee pursuant to Clause 7.1.2 hereinafter;
- 4.1.22. Subject to the provisions of Clause 5.1.13, select the Honorees of the Junkanoo Legends circle and to assume the reasonable expenses incurred by the Honourees in connection herewith;
- 4.1.23. Engage in fundraising activities to solicit funds for the National Junkanoo Programme;
- 4.1.24. Establish, design and implement such regulatory compliance and such other procedures as it deems fit and appropriate for the execution of the Junkanoo Parades.

## **5. OBLIGATIONS OF THE JCNP**

### **5.1. The JCNP shall:-**

- 5.1.1. Develop, circulate and manage a system of rules and regulations governing Junkanoo Groups;
- 5.1.2. Be responsible for the accreditation of Junkanoo Groups as eligible to participate for JCNP Prize Awards and assigning them to their respective classes;
- 5.1.3. Be responsible for the judging of the Junkanoo Parades, including a system to select and train the Judges;
- 5.1.4. At its sole expense provide the Judges with score books, tally sheets, groups themes synopsis booklets and any other materials or resources which may be necessary for judging the Parades;
- 5.1.5. At its sole expense engage the services of accountants to certify the Judges' scoring;

**16. ASSIGNMENT**

Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other such consent not to be unreasonably withheld or delayed.

**17. MUTUAL WARRANTY**

Each of the Parties warrants its power and authority to enter into this Agreement and that the Agreement is the legal and binding agreement of such Party enforceable against such Party in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by themselves or their duly authorized representative as of the day and year first written above.

**THE MINISTRY OF EDUCATION YOUTH SPORTS AND CULTURE**

BY:

.....  
NAME: Nichole Campbell  
TITLE: PERMANENT SECRETARY

Witness: .....

**THE JUNKANOO CORPORATION NEW PROVIDENCE LTD.**

BY:

.....  
NAME:  
TITLE:

Witness: .....



**12. ENTIRE AGREEMENT**

This Agreement and any incorporated and referenced attachments are intended by the Parties to be the final expression of their agreement and represent the complete and exclusive statement of the terms thereof notwithstanding any representations or statement to the contrary made heretofore or contemporaneously herewith.

**13. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by written agreement signed by all Parties.

**14. GOVERNING LAW**

This Agreement shall be construed and interpreted according to the laws of The Commonwealth of The Bahamas.

**15. SEVERABILITY**

If any provision of this Agreement or the application thereof to any Party or circumstances shall be determined by any competent authority to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Parties or circumstances other than those to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Any notice or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or upon receipt if mailed in the Commonwealth of The Bahamas, postage prepaid, or delivery to a nationally recognized overnight courier, properly addressed to the person to whom such notice is intended to be given at the addresses set forth below:-

The Ministry:

The Permanent Secretary  
Ministry of Youth Sports and Culture  
Thompson Boulevard  
Nassau, Bahamas  
Attention: Mrs. Nichole Campbell  
Telephone Number: 502-0600  
Fax: 356-2693

JCNP

THE JUNKANOO CORPORATION NEW  
PROVIDENCE  
P.O. Box EE-17758  
Nassau, Bahamas  
Attention: Ms. Kishlane O'Brien, Secretary  
Telephone Number: 302-8873

the Arbitration Act of The Commonwealth of The Bahamas or any statutory modification or re-enactment currently in effect. The demand for binding arbitration shall be filed in writing with the other Party to this Agreement and as may be required by Bahamian law. A demand for binding arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen.

10.2 In no event shall the demand for binding arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations in accordance with Bahamian law.

10.3 All arbitration decisions relating to claims to be decided by binding arbitration must strictly follow the laws of The Commonwealth of The Bahamas and the terms and conditions of this Agreement.

10.4 The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable Bahamian law in any court having jurisdiction thereof.

10.5 Should any Party employ an attorney or attorneys to enforce any of the provisions hereof or to protect his interest in any manner arising under this Agreement, each Party shall be fully responsible for its own costs, damages and expenses, including attorneys' fees, and paralegals expended or incurred in connection therewith. No recovery of these costs shall be allowed by the prevailing Party.

## **11. NOTICES**

hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4. No Party shall be considered in default or in breach of its respective obligations hereunder to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which may arise during the term of this Agreement.

## **9. LIABILITY AND INDEMNITY**

9.1. The Government hereby indemnifies and shall keep the JCNP, its servants and agents indemnified from all direct liability, loss or damage that may be the result of claims, costs or judgments with regard to any lawsuit arising from the acts or omissions of the Government, its servants or agents in connection herewith. In no event shall the Government be liable to the JCNP or its members for any indirect, incidental, special or consequential damages whatsoever.

9.2. The JCNP hereby indemnifies and shall keep the Government, its servants and agents indemnified from all direct liability, loss or damage that may be the result of claims, costs or judgments with regard to any lawsuit arising from the acts or omissions of the JCNP, its members, servants or agents in connection herewith.

9.3. In the event of any personal injury claims arising in connection with the Junkanoo Parades, in no event shall the Government be responsible for any sum other than the insurable amount of the relevant policy which the Government has secured pursuant to the relevant provisions of Clause 4.1. hereof.

## **10. SETTLEMENT OF DISPUTES**

10.1 Any claim, dispute or other matters in question arising out of or related to this Agreement which cannot be resolved amicably between the Parties shall be decided by binding arbitration. Unless the Parties mutually agree otherwise, the binding arbitration shall be in accordance with

quorum and no business shall be transacted at any meeting unless a quorum of not less than 60% of its members is present at the commencement of such meeting.

7.3. Each member of the PMC shall have one (1) vote.

7.4. The following duties are the sole responsibility of the PMC:

7.4.1. Monitor the sales of Junkanoo tickets;;

7.4.2. Determine the starting times for the Junkanoo Parades;

7.4.3. Review and implement the Official Weather Policies for the Junkanoo Parades.

7.4.4. Monitor the progress of the Government, its agencies, the JCNP and all other entities involved in the production of the Junkanoo Parades as it relates to this Agreement.

## 8. TERMINATION

8.1. This Agreement may be terminated:-

8.1.1. by either party giving at least sixty (60) days prior written notice thereof to the other party and upon expiration of the notice period, the Agreement shall be deemed terminated.

8.1.2. forthwith by either party on giving written notice thereof to the other that the other party is in material breach of the terms of this Agreement and has failed to rectify such breach (in the case of a breach capable of being remedied) within fifteen (15) days of receiving written notice requiring it to do so.

8.2. Any termination under Article 8.1 shall discharge the parties from any liability for further performance of this Agreement

8.3. The termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision

6.2. Revenue from the following shall accrue to the JCNP and the JCNP shall apply the funds towards the Junkanoo Parades or in such other manner as the JCNP shall in its sole and absolute discretion deem fit:-

- 6.2.1. Proceeds from Ticketing, excluding proceeds from the sale of Junior Junkanoo tickets;
- 6.2.2. Proceeds from the Junkanoo Awards Presentation;
- 6.2.3. Any other form of fundraising that the JCNP chooses to undertake, PROVIDED THAT such fundraising does not overlap or encroach upon those fundraising activities or resources which are committed to the Government.

## **7. PARADE MANAGEMENT COMMITTEE**

7.1. A Parade Management Committee of 15 members shall be created. The Parade Management Committee (the "PMC") shall consist of-

- 7.1.1 A Chairman who shall be a member of the JCNP;
- 7.1.2 Fourteen (14) other persons-
  - (i) Six (6) of whom shall be appointed by the Government; two (2) of whom must be representatives of the Essential Services agencies and three (3) of whom must be members of the National Junkanoo Committee;
  - (ii) One (1) person to be appointed by the Nassau Development Board;
  - (iii) Seven (7) persons to be appointed by the JCNP from amongst members of the Junkanoo Community. For the avoidance of doubt persons appointed pursuant hereto may but need not be members of the JCNP.

7.2. At least two (2) days before every meeting of the PMC notice thereof specifying the place, day and hour of such meeting must be sent by the Chairman to all members of the PMC. Unless otherwise determined by the members of the PMC 60% of its members shall constitute a

- 5.1.6. Manage and control the Group Marshals during the Junkanoo Parades;
- 5.1.7. At its sole expense provide the prize money for the Junkanoo Parades;
- 5.1.8. At its sole expense organize and host the Junkanoo Awards Ceremony;
- 5.1.9. At its sole expense provide the awards, trophies and other presentations for the Parades winners at the Junkanoo Awards Ceremony;
- 5.1.10. Appoint persons to the Parade Management Committee pursuant to Clause 7.1 hereinafter.
- 5.1.11. Assume responsibility for the accommodation of JCNP personnel.
- 5.1.12. Nominate two persons out of the five persons selected as the Honourees to be inducted into the Junkanoo legends circle;
- 5.1.13. At I 5.1.13 At its sole expense advertise and market the activities of the JCNP.
- 5.1.14. Engage the services of such persons, as JCNP shall in its absolute and sole discretion deem fit and appropriate, to produce distribute and sell tickets for the Junkanoo Parades to the general public;
- 5.1.15. Ap 5.1.15 Appoint members of the Independent Review Committee if and as required;

## **6. REVENUE**

6.1. Revenue from the following shall accrue to the Government and the Government shall apply such funds towards the Junkanoo Parades or the National Junkanoo Programme in such manner as the Government shall in its sole and absolute discretion deem fit:-

- 6.1.1. Proceeds from the rental of concession stands;
- 6.1.2. Contributions from sponsors and/or donors.