

July 31, 2018

To: Andre Samuels
Imperial Treasurer

From: Eric R. Myers
Imperial Asst. Rabban

Re: Float Contract Form New Orleans 2018

Andre,

Please see attached blank float contract for New Orleans 2018. Please place on website ASAP.

Please make a note on the site to our members "That this is the only official float contract for New Orleans, 2018. That they should use this contract to reserve their floats."

Float sizes are in contract. Prices are in contract.

The point of contact is Philip Frianco (225) 910-2665.

His email is mardigrasfloats@gmail.com

Thank you.

Respectfully



Eric

Contract for Prince Hall Shriners Parade

This contract is between PFJ Floats LLC, herein called "PFJ", and the Krewe of PRINCE HALL SHRINERS, herein called "Krewe" for the purpose of providing the floats, tractors, pull vehicles and all necessary equipment to conduct a parade that meets the requirements of the City of New Orleans, Parish of Orleans, State of Louisiana, described as the parade sponsored by the Carnival Latino Festival and Parade upon the following TERMS and CONDITIONS:

1. PFJ and the Krewe stipulate that the point of origin for this parade is 195 Louisiana Street, Westwego, Louisiana, and that this parade begins on the 22nd day of AUGUST, 2018, when the pull vehicles and floats leave the point of origin and that the parade ends when all pull vehicles and floats are returned to their respective dens or the point of origin.
2. The Krewe will provide full liability insurance, including insurance for hired and non-owned vehicles, from the inception of the parade at the stipulated point of origin to completion of the parade at the point of origin and will provide PFJ with a Certificate of Insurance naming PFJ as additional insured in said policy. The Certificate shall provide for a ten-day written notice to PFJ in the event of cancellation or material change in coverage. PFJ, in turn, will provide the Krewe with a Certificate of Insurance naming the Krewe as an additional insured under its commercial coverage and any other liability policy or coverage maintained by PFJ only for the duration of this parade. To the maximum extent permitted by insurance policies which may be owned by PFJ or the Krewe, the Krewe and PFJ, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
3. The Krewe agrees not to make any changes or alterations to the floats without 24 hour notice to PFJ. The Krewe will pay the full amount of costs and labor to restore the float if any changes made to the leased carnival floats that have not been approved. The Krewe and its riders or members will not remove artistic creations of any kind including props, secondary props, and flowers without permission. At the conclusion of the parade, the Krewe shall surrender the floats and equipment in as good condition as received, normal wear and tear accepted. The Krewe shall be responsible for all repairs required.
4. The consideration for the float rental to be paid by the Krewe is specified in paragraph 21. All payments must be made 14 days prior to the parade date and any installments that are agreed upon in advance.
5. The Krewe will pay for permits, parade permits, and all transportation cost, including police escorts, local permits if necessary, to and from the parade. The Krewe shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the floats, parades, formation and disbanding. If the jurisdiction of the parade refuses to escort the floats to the parade and back from the parade, PFJ Floats will require the krewe to pay for these escorts using out of parish police, no floats or tractors will be moved without police escorts. If floats are originated or returned to the Louisiana Street property or Sala Street property there will be a \$300.00 charge for the City of Westwego Police Department to protect and block the state highway so floats can get to the parade and back from the parade safely. The cost of

float escorts will be determined by the NOPD and Jefferson Parish Police and must be paid in advance of the parade

6. PFJ shall not be liable for any damage or injury to the Krewe, its members or riders, or any other person, or to any property, occurring on the float or during the parade or any part thereof, except due to the negligence of PFJ and/or its employees; and the Krewe agrees to indemnify and hold PFJ harmless from any claims for damages that the Krewe causes.
7. In the event the floats are not returned to the point of origin following the parade, the Krewe will provide security until the floats are returned to their original destination.
8. This contract is for parade date stated above. Any changes due to mandated police orders; acts of governments, or rain dates will need to be agreed upon in advance, subject to availability and prior commitments.
9. Empty line.
10. The Krewe agrees not to overload the floats with riders and agrees to abide by the maximum rider quota set by PFJ for each float.
11. There will be no rain out date.
12. All tractor sign boards and artwork shall be provided by the SHRINERS. PFJ can provide sign board for 50.00 per float.
13. The Krewe and PFJ have the right in an emergency situation to substitute floats necessary to complete the parade.
14. The Krewe will incur additional cost to hire drivers to bring the floats to other locations in advance of, or after, the parade date. The Krewe will provide security while floats are in Krewe's possession.
15. If the current diesel prices go above \$4.00 per gallon there will be a \$50.00 per tractor increase to supplement the cost of diesel.
16. PFJ will provide reasonable hooks and attachments on the floats that will accommodate a safety harness. Any safety harness that the City may require will be furnished by the Krewe or its members for each rider. Any additional requirements must be submitted two weeks in advance.
17. If a DJ is used on any floats, it is the responsibility of the Krewe to secure adequate electrical permits if required and no wiring will be stapled to the float. All city or parish ordinances must be met by the krewe and may require additional cost. PFJ, or its representative are not responsible for anything left on floats before and after the parade is

over and the krewe must inform each of its riders that the time limit is determine by the police department for boarding and disembarking. No one is allowed to ride on the float while the float is in transit to and from the parade. PFJ is not responsible for any equipment left on floats.

18. In case suit should be brought for recovery of the floats, damages to the float, payment of float rental, or for any sum due hereunder, or because of any act which may arise out of the parade, by either party, the prevailing party shall be entitled to costs incurred in connection with such action, including a reasonable attorney's fee.
19. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, including the Certificates of Insurance, are made part of this lease.
20. If the municipality of the parade requires special permits, such as electrical, DJ permits or any other permit there will be added cost to obtain these permits.
21. The cost of the floats will be \$1500.00 each for Royalty and Mini floats that hold up to 16 persons and \$2200.00 for singles and double deckers that hold more than 16 persons.

The check is to be made out to PFJ Floats, LLC.

Address: 3418 Cavendish Place, Harvey, Louisiana 70058

Shriners agree to provide a copy of the parade permit and a copy of the organizations liability insurance naming PFJ Floats, LLC, Philip Fricano, Jr. personally, as additional insured to the organization policy. In addition to the liability insurance with authorized signature client agrees to indemnify and defend PFJ Floats.

Shriners agrees not to alter or change props and is responsible for all prop damages and float repairs beyond normal wear. No nail will be hammered or placed on the floats.

Shriners will finalize float selection and financial obligation 10 days before the parade rolls and any changes will be done in writing.

Prices are F.O.B. PFJ Floats, LLC., shop of origin. Unless otherwise indicated, the prices in this contract do not include any charges for crating, handling, installation, and set-up, parade insurance, permits, police, or any other city service. Prices are available upon customer request.

Philip Fricano, Jr. 225-910-2665 is the point of contact.

PFJ Floats LLC, will provide a property truck with personnel for the parade to service floats. Liability Insurance is not included in the float rental.

Lessee shall provide PFJ Floats, LLC. With comprehensive liability insurance for the parade from the time when the parade floats leave the PFJ den to the time it returns to the PFJ den in

amounts and amounts reasonably satisfactory to PFJ, Floats LLC. and insurance companies that PFJ Floats LLC does not find reasonable objectionable. The insurance covering riders, lessee, and lessor shall include:

Body injury property damage in a combined single limit in the amount of 1 million dollars
Auto liability comprehensive hired cars and non owned auto covering bodily injury property damage in the amounts of 1 million dollars.

Passenger hazard coverage for float riders in the same amounts.

PFJ Floats, LLC, and Philip Fricano, Jr. individually and all of its employees, agents and officers shall be named additional insured in said policy.

The policy shall provide that the same shall not be cancelled without written notice to PFJ. The lessee shall deliver to PFJ a certified copy of the said policy of insurance or certificate of insurance no later than one week prior to the parade.

Accepted and Signed by both parties.

Shriners

Date:

PFJ Floats

Date:

PLEASE NOTE:

A harness is required for all persons on the float and the rental fee is \$4.00 per person. Upon renting the float you will be notified how many harnesses will be needed.