**SFCBLA PROPOSED ADR PROVISIONS**

**GOOD FAITH NEGOTIATION.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation. Any party may give the other party notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity a statement of each party’s position and a summary of arguments supporting that position. Within 30 days after delivery of the notice, the parties shall meet at a mutually agreeable time and place (such meeting space may be a virtual conference room).

Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above (“First Meeting”). Such closure shall not preclude continuing or later negotiations, if desired.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the claim notice and First Meeting requirements of good faith negotiation.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the above good faith negotiation procedures are pending and for 15 calendar days, thereafter. The parties will take such action, if any, required to effectuate such tolling.

**MEDIATION OF SELECT CLAIMS IN ADVANCE OF ARBITRATION BY SOUTH FLORIDA CARNIVAL BANDLEADERS ASSOCIATION COMPLIANCE AND DISPUTE RESOLUTION COMMITTEE**. If a matter is not resolved by negotiation pursuant to paragraphs \_\_ above, and such matter involves claims recognized by the South Florida Carnival Bandleaders AssociationCompliance and Dispute Resolution Committee (the “Association” or “SFCBLA”), then the matter will proceed to mediation as set forth below.

Either party may commence mediation by providing to the Association and the other party a written request for mediation in the form made available by the Association, setting forth the subject of the dispute and relief requested.

The parties will cooperate with the Association and with one another in selecting a mediator from the Association panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any Association employees or volunteers, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may initiate arbitration with respect to matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first (“Earliest Initiation Date”). The mediation may continue after the commencement of arbitration if the parties so desire.

At no time prior to the Earliest Initial Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provision remedy that is authorized by law or by JAMS Rules or by agreement to the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the mediation scheduling and good faith participation requirements above.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

**ARBITRATION AGREEMENT.** SIGNIFICANCE OF ARBITRATION; LIMITATIONS AND RESTRICTIONS.IN ARBITRATION, NEITHER PATRON NOR BAND WILL HAVE THE RIGHT TO: (i) HAVE A COURTOR JURY DECIDE THE CLAIM BEING ARBITRATED, (ii) ENGAGE IN PREARBITRATION DISCOVERY(THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENTTHAT PATRON OR BAND COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE ORMEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION,RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHERTHAN PATRONS OWN OR BANDS OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BEAVAILABLE IN ARBITRATION.

Broad Meaning of Claims. The term “Claim” in this Agreement is to be given thebroadest possible meaning and includes (by way of example and without limitation) Claims arising from orrelating to (i) this Agreement based upon contract, tort, fraud, statute, regulation, common law and equity, (ii) anytransactions effected pursuant to this Agreement, (iii) terms of or change or addition of terms to this Agreement,(iv) collection of any obligation arising from this Agreement, (v) advertisements, promotions or oral or writtenstatements relating to or arising out of any participation or attendance at eventsassociated with Miami Carnival or this Agreement or any

transactions between Patron and Band pursuant to this Agreement, including any Claims regarding

services and/or products offered or provided by Band, (vi) Claimsbetween Patron and Band or the parties respective parent corporations, wholly or majority ownedsubsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers,directors or representatives arising from any transaction between Band and Patron pursuant to thisAgreement and (vii) Claims regarding the validity, enforceability or scope of this Arbitration section or thisAgreement including, but not limited to, whether a given claim or dispute is subject to arbitration. Arbitration. AllClaims will be resolved through arbitration pursuant to this section rather than by litigation, except for Claims mediated and resolved with the Association as described above. Claims will be decided by a neutral arbitrator.

Any dispute, Claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement, shall be determined by arbitration in Miami-Dade County, Florida (or as made possible by electronic or virtual conferencing proceedings) before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

The arbitrator in any proceeding conducted pursuant to this Agreement must be:

1. A retired judge from civil circuit court in the State of Florida; or
2. A lawyer with at least 10 years of active practice in civil litigation; and
3. Familiar with Caribbean carnival events.

The parties agree that, wherever practicable, they will seek to appoint a fair representation of diverse arbitrators (considering gender, ethnicity and sexual orientation), and will specifically request administering institutions to include a fair representation of diverse candidates, including those with cultural competencies relevant to the Caribbean community, on their rosters and list of potential arbitrator appointees.

**JURY TRIAL WAIVER**. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT,ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATEDTO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF,EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE

AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVERKNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVECONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

**CLASS ACTION WAIVER**. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMSAGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ORREPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AS AGAINSTPUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR A COURT OF LAW TOPROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBYAGREE THAT: (1) THE PREVAILING PARTY WILL NOT BE ENTITLED TO RECOVER ATTORNEYS FEESOR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT) AND (2) THE PARTY WHO INITIATES ORPARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISEPARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.