



SFCBLA Statement of Mas Band Standards

(Masquerader Bill of Rights)

1. Introduction to Miami Carnival and Standards

Miami Carnival is a festive celebration of Caribbean culture including a variety of cultural events embodying the key elements of Carnival culture: Mas, Steelband and musical presentations. Hosted by the Miami Broward One Carnival Host Committee, Inc. (“**MBOCHCI**”), a Florida not for profit corporation, Miami Carnival culminates in a parade of the bands every year over Columbus Day weekend (the “Parade of the Bands”). Unlike many Caribbean countries, Miami Carnival is produced with public resources and private sector support in collaboration with a number of important community stakeholders, including the South Florida Band Leaders Association (“**SFCBLA**” or “**Association**”), a Florida not-for-profit corporation.

The SFCBLA is a non-profit organization whose mission is to promote educational, cultural, social, and recreational activities related to Miami Carnival. The SFCBLA promotes respect and shared understanding among diverse ethnicities in South Florida. The SFCBLA also establishes standards and protocols to help ensure that promoters and other entities do not exploit carnival Mas bands and masqueraders.

Mas bands are private entities funded solely by their owners, committee members, silent investors, and sponsors. Mas bands consist of **sections** by the band or other entities/individuals known as **private sections**. They are the heart and soul of a carnival parade and consist of masqueraders (you), who wear king, queen, individual, or group costumes. Masqueraders contract directly with the Mas band (or affiliated private section) of their choice to purchase costumes and other Miami Carnival related event access and accommodations. Band owners/band leaders are responsible for executing their costume designs, music trucks, food/drinks on the route, and an enjoyable experience for their masqueraders.

Sections are segments of a Mas band owned, controlled, and managed by the band or other private entities. The bandleader holds the **house sections**. Mas bands and their section leaders coordinate costumes that match a theme to tell a story for a particular year. They design and create a coordinated look, so no costume in a band has the same colors or looks similar.

Depending on the respective Mas band, outside entities/individuals may contract to operate **private sections** within a Mas band. In this regard, they pay a fee to the Mas Band for every individual in their section to cover all the ancillaries (food, drinks, cups, bags, tickets, wristbands, et al.). The private sections are responsible for designing, selling, producing, and marketing their costumes in coordination with the band's theme for the year. Private sections do not control or have ownership interests with the respective Mas band.

Though section leaders are most often responsible for the production and distribution of costumes, the bandleader's responsibility is to supervise proper execution, customer service, and experience for the masqueraders. All correspondence regarding costume issues (such as production and distribution) will come from the section leader of a private section or the house section. The band leader still must coordinate deadlines, enforce them, and provide information to the private section leader to ensure a cohesive process with the band's operations.

2. Masquerader Expectations

As a masquerader, you should expect the following consumer amenities in all phases of your registration and participation in Miami Carnival with your registered SFCBLA Mas Band:

A. Miami Carnival Showcase (Band Launch)

1. Masqueraders have the right to see the costume for sale in its actual color.
2. Masqueraders have the right to be informed of all options if not displayed at the band launch.

B. Registration.

1. Masqueraders have the right to see the costume for sale in its actual color.
2. Masqueraders have the right to be informed of all options if not displayed at the band launch.
3. Masqueraders will not be denied registration in any band or section due to race, color, national origin, sex, sexual orientation, physical appearance, or expression of gender.
4. Masqueraders have the right to be informed of the section leader or designer.
5. Masqueraders have the right to review registration and payment details, whether online or through other means.
6. Masqueraders have the right to know the band's policy on registration changes or cancellations.
7. Masqueraders have the right to be informed of a clear payment schedule.
8. Masqueraders have the right to accept payment in any form of their choosing.
9. Masqueraders have the right to clear and timely communication with their section leader or band leadership for any concerns or questions about their registration.
10. Masqueraders have the right to be informed of their amenities via the Mas band website before registration.

C. Costume Resale.

1. Masqueraders have the right to initiate the sale of their costume package. However, section leaders and Mas bands must approve the sale and secure written acknowledgment from the purchaser with a substitute registration.

D. Costume/J'ouvert Distribution and Schedules.

1. Masqueraders have the right to clear and consistent communication regarding costume distribution schedules and any changes.
2. Masqueraders can review costume distribution schedules and changes through Mas band (or affiliated private section) social media main feed posts, stories, and email.
3. Masqueraders will be provided a "WILL CALL" option, with specific location and hours of operation, at the expense of the band/section leader to pick up any J'ouvert packages before the event.
4. Bands or section leaders will not resell costumes paid in full if the masquerader advises them; they will not attend and want their costume mailed to them. The band/section leader will contact masqueraders to arrange shipment of the costume at the masquerader's expense within thirty (30) days after the event.
5. Masqueraders have the right to reasonable compensation for any distribution delays that would require the masquerader to incur transportation expenses, loss of participation in purchased events/fetes, unreasonable delays of four (4) hours or more waiting for their costumes, or paid costume pick up services. Transportation expenses include (Uber, Lyft, Taxi, and Public Transportation) but not auto rental, limo service, or private automobiles. Loss of use of event/fete tickets due to returning to collect costumes, (must include proof of purchase, date purchased, time purchased, purchase price) physical or digital tickets. Cost of paid costume delivery service, must provide a paid receipt. These reimbursements can be no greater than 30% of costume cost.
6. Unless informed in advance, masqueraders have the right to receive their COMPLETE costume in a reasonable likeness of what was displayed at registration. Masqueraders have the right to receive compensation for any changes to the costumes if materials used decreased by more than 5% (Feathers & Gems).
7. Masqueraders should expect to be informed of any changes to the costume prior to distribution (as materials may become unavailable or discontinued before or during production).
8. The masquerader does not have the right to refund their order due to changes in materials.
9. The masquerader has the right to request reasonable provisions (i.e. substitution of equivalent costume, credit towards future event participation, etc.) If bands or section leaders do not provide their order in full at distribution.
10. The masquerader has the right to request reasonable provisions (i.e. repair or substitution of equivalent bodywear, feather work, etc.) if provided defective bodywear or feather work at distribution.

E. The Road Experience

- A.** The masquerader has the right to request and receive the minimum on-road amenities as promoted and committed as part of the registration, including, unlimited drinks, truck, music, selected food choice(s), and snacks), except alcohol declined due to visible intoxication.
- B.** The masquerader has the right to a full cup when requesting water, coconut water, or any other hydrating substances provided by the truck.
- C.** Bands have the right to refuse bar service of alcoholic beverages without the band's custom cup.
- D.** The masquerader should expect servers to refuse alcoholic beverages if they appear heavily intoxicated. Masqueraders may also face refusal if they share drinks with minors and non-masqueraders at the parade venue.
- E.** The masquerader should expect a clearly defined meet up/starting point.
- F.** The masquerader has a right to a safe and enjoyable road experience. The Mas band will provide security to ensure safety for masqueraders around the moving vehicles during the parade.

3. Filing a Complaint or Request for Mediation with the SFCBLA

- A.** Pursuant to alternative dispute resolution provisions in their Mas band registration agreement, masqueraders dissatisfied with their Miami Carnival experience based on an alleged violation of the standards set forth above, may initiate a complaint or request mediation with the SFCBLA after first attempting good faith negotiation with the respective Mas band (or affiliated private section) as provided for in the registration agreement.
- B.** The SFCBLA will only consider complaints and requests for mediation of claims related to the standards set herein and categorized in specific Complaint and Request for Mediations forms made available on the SFCBLA website at: www.sfcbla.org Complaint and Request for Mediation forms submitted to the SCFBLA should be accompanied by all supporting documentation and proof of the alleged violation.
- C.** Masquerader shall submit the Complaint or Request for Mediation within forty-five (45) days after the date of the Parade of Bands for the subject year. Complaints or Requests for Mediation first submitted more than forty-five days after the Parade of Bands will not be considered by the SFCBLA.
- D.** In response to Complaints, after review and investigation the SFCBLA, by and through its Compliance and Dispute Resolution Committee, may take any of the following actions against Mas bands found to be in violation of the above standards:
 - 1. Impose penalties and monetary sanctions or fines up to \$2,000 per violation;
 - 2. Restrict association membership and benefits;
 - 3. Recommend Mediation or Arbitration;
 - 4. Recommend suspension or expulsion from future Miami Carnival participation.
- E.** After a Complaint is submitted, the masquerader shall expect a written response of the underlying claim within sixty (60) days from the receipt of the Complaint.

- F. After a Request for Mediation is submitted, the masquerader and Mas band shall expect a written response and/or proposed mediation date within fifteen (15) days from receipt of the Request for Mediation.
- G. Pursuant to alternative dispute resolution provisions in their Mas band registration agreement, the parties (Mas band, or affiliated private section, and masquerader), shall submit to binding arbitration if the dispute is not resolved after mediation. Arbitration shall be conducted by a professional neutral pursuant to terms and procedures set forth in the registration agreement.

4. Contract Terms

The SFCBLA is a volunteer based not-for-profit corporation. The SFCBLA does not enter into contractual relationships with masqueraders. In order to understand all rights and responsibilities, the SFCBLA encourages all masqueraders to carefully review the Mas band registration agreement (“Contract”) before registering. The masquerader should confirm that the Mas band (or private section) has agreed to comply with the standards set forth in this document. In addition to the standards set forth above, Mas band Contracts typically include provisions for payment deadlines, costume delivery, remedies and accommodations for breach, alternative dispute resolution (i.e. mediation and arbitration), exceptions for force majeure, and disclaimers for handmade products. Masqueraders should review all such provisions carefully and consult with their own attorney’s where necessary.

5. Penalties and Fines

In order to enforce the standards set forth in this document, the SFCBLA has empowered a committee to oversee compliance and dispute resolution (the “Compliance and Dispute Resolution Committee”). The Compliance and Dispute Resolution Committee shall be comprised of:

- Association Committee Member (Active Member, elected by peers)
- Chair of the Compliance and Dispute Resolution Committee (Active Member, elected by peers)
- Secretary of SFCBLA
- Vice President of the SFCBLA
- President of SFCBLA
- Legal Counsel for SFCBLA
- Representative of (MBOCHC)

The Compliance and Dispute Resolution Committee (the “Committee”) shall review Complaints and Requests for Mediation submitted by masqueraders and alleging violations of the standards set forth in this document. The Committee may also consider allegations of violations of Association Bylaws submitted by members of the Association. As noted above, the Committee has the power to determine whether penalties, fines, and/or sanctions (including recommended suspension or expulsion from participating in Miami Carnival) shall be imposed. Monetary fines imposed by the Committee will range from \$200 - \$2,000 per violation from first time violation to repeat offenders. The Committee’s decision with respect to penalties and fines shall be binding. In the event the Committee recommends and appoints a mediator to help resolve a dispute

between a Mas band (or private section) and masquerader, the mediator’s recommendation shall be non-binding. However, if the dispute is escalated to arbitration, the arbitrator’s decision shall be binding pursuant to the terms of the Contract. All fines and penalties assessed by the Committee or imposed in arbitration must be satisfied prior to future participation in Miami Carnival.

