



**CITY OF WEST HOLLYWOOD
REQUEST FOR PROPOSAL**

ADDENDUM #1

FOR

EVENT PRODUCITON SERVICES HALLOWEEN CARNAVAL 2020- 2022

All changes, additions and/or clarifications detailed in this Addendum, and previously issued Addenda, are hereby incorporated into the Request for Proposal (RFP) Documents for the above-stated project and modify the original document. Proposer shall acknowledge receipt of Addendum prior to proposal submission.

This Addendum is issued prior to the RFP opening date to inform proposers of revisions to the RFP Documents, which may or may not contain changes that are materially substantial to the RFP, and all is hereby made a part of the Contract Documents. In case of a conflict between RFP Documents and this Addendum, this Addendum shall govern. All requirements contained in the Contract Documents shall apply to this Addendum, and the general character of the work called for in this Addendum shall be the same as originally set forth in the applicable portions of the Contract Documents for similar work, unless otherwise specified under this Addendum, and all incidental work necessitated by this Addendum as required to complete the work shall be included in the proposal, even though not specifically mentioned in this Addendum. The balance of the contract documents shall remain unchanged.

This Addendum shall take precedence over all other conditions, specifications and requirements as stated in the Notice of RFP and RFP Documents. Except as noted in this Addendum, and previously issued Addenda, all other provisions of the Notice of RFP and RFP Documents shall remain.

AGENCY INFORMATION

Item 1. Attachment One

The City has attached the Draft Agreement for Services, as referenced in the Table of Contents in the RFP

Item 2. Attachment Two

The City has attached the Request for Evidence of Insurance, as referenced in the Table of Contents in the RFP

NOTICE TO BIDDERS

Each Bidder is required to acknowledge the incorporation of this Addendum, which shall be done online and prior to bid submission. This Addendum may or may not contain changes that are materially substantial to the Bid. Each prime bidder is responsible for distribution of information conveyed herein to its sub-bidders and suppliers.

**EXCLUSIVE EVENT PRODUCER AGREEMENT BETWEEN THE CITY OF WEST
HOLLYWOOD
AND XYZ Company.**

This EXCLUSIVE EVENT PRODUCER AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF WEST HOLLYWOOD (“**City**”), a municipal corporation and XYZ Company, 1500 Main Street, City, CA 90000 (“**Producer**”).

R E C I T A L S

A. City desires to contract with Producer, a qualified independent contractor to produce its West Hollywood Halloween Carnival (each an “**Event**” and collectively the “**Events**”).

B. Producer possesses the qualifications, experience and resources to produce the Event in a successful, safe, and professional manner.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, the parties hereto agree and represent as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement and shall expire on December 31, 2022, and shall cover and include the 2020, 2021, and 2022 Events, unless terminated in writing by the City pursuant to the terms hereof prior to that date, or unless extended in writing in advance by both parties upon approval by City Council, for up to two additional years.

2. PRODUCER’S OBLIGATIONS AND RIGHTS

A. Producer shall organize, manage, subcontract for, and conduct the Events, including, but not limited to, the following, commensurate with the level, extent, and scope of services provided by Producer during the prior years of the Events, and subject to the other terms set forth herein:

- (1) Production Management and Execution.
- (2) Entertainment Acquisitions and Performer/Talent Management, Coordination and Payment; Producer shall use its good faith discretion as to the engagement terms and conditions of each agreement with the Event Performers and Talent. In the event that payments for Performer/Talent acquisition are anticipated to exceed the allocations for such items as compared with prior years of the Event, such additional costs shall be subject to a Change Order, as defined below.
- (3) Cash and In-Kind Event Sponsorship Solicitation and management.
- (4) Creative Design and Graphic Services.

(5) Collaboration with City staff and City leadership through the Special Event Manager (defined below).

(6) Logistical Planning, which includes:

- Staging and Rigging.
- Sound and Audio Engineering.
- Video and Video Production.
- Lighting.
- Power Distribution.
- Tenting; Producer-provided tenting shall solely be for the production compounds, and artist/VIP areas. All other tenting costs shall be the City's responsibility through a Change Order. For any additional areas to be tented, city shall provide request therefor in writing no later than September 30th of each year.
- Food Vendor Solicitation and Management; City acknowledges that Producer shall use its good faith discretion on the cost structure and other amounts to be charged by Producer to Vendors of the Events. Such amounts shall be based on cost recovery in order to cover the expenses related to such Vendors' presence at the Events and shall be submitted to the City for prior approval in the same manner as prior Event years through a submission of a vendor "Letter Agreement".
- Rentals (Portable Restrooms, Heavy Equipment, Barricades, Etc.); Producer-provided barricading shall solely be for the stages, production compounds, and artist/VIP areas. All other barricading shall be the City's responsibility.
- Permitting.

B. Producer shall provide (or shall subcontract for, in its good faith discretion and judgment) all of the above listed goods and services related to the production of the Events commensurate with the level, extent, and scope of services provided by Producer during the prior years of the Events. Costs for permits specifically and exclusively required for the Events, including but not limited to location, street-closures, security, staging, sound, crowd, vehicles, and other Event related matters will be the responsibility of, and covered by the City; any permits/licenses legally required for the Producer or any of its subcontractors to practice his/her profession are the responsibility of the Producer.

C. Producer shall designate [REDACTED] as the Manager-in-Charge of the project on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Producer. The Manager-in-Charge shall not be replaced without the written consent of the City. Nothing contained herein shall prevent Manager-in-Charge from delegating various roles of the Producer to others in his good faith discretion and judgment.

D. Producer shall have the right to sell sponsorships for the Event subject to the terms hereof, provided that all Event sponsors shall be subject to advance written approval by the City. Sponsor advertising and displays will be permitted subject to City

approval of location and manner of advertising. Such approvals shall not be unreasonably withheld.

E. Producer shall conduct debriefing with staff and/or submit a summary report to the City within a reasonable time after the conclusion of each Event.

3. CITY'S OBLIGATIONS AND RIGHTS

A. All aspects of Events are subject to City's sole discretion and approval. City may, in its discretion, require any modifications to Events that it deems appropriate.

B. City shall provide and pay for police and other public services at their usual and customary levels provided during the Halloween Carnaval.

C. City reserves all right, title and interest to the Event. Producer acknowledges the City's exclusive right, title, and interest in and to the Event and acknowledges that nothing herein shall be construed to accord to Producer any rights in the Event to Producer. Producer warrants and represents that it will not at any time challenge the City's right, title, or interest in the Event.

D. City shall designate a representative to whom all matters relating to the Event will be addressed. The City representative will be Cleo Smith, Special Events Manager. Producer shall have the right to rely on Special Event Manager's authority, instructions, and directions as having been approved by, and binding on, the City.

E. For the avoidance of doubt, all other Event related duties not specifically undertaken by Producer in Paragraph 2 above shall be the City's responsibility, including but not limited to crowd control, capacity control, safety, police, medical and emergency personnel, permitting not otherwise undertaken by Producer.

F. With respect to any Sponsorships or other similar commitments obtained by the City, or which the City may require Producer to incorporate within the Event ("**City Sponsorships**"), the City shall coordinate such City Sponsorships with Producer with sufficient prior notice. The City shall further be responsible for the contracting, procurement of visual elements or other materials, and other details of such City Sponsorships (the "**Materials**"). If the Producer is tasked with the procurement of specific visual elements or other materials for such City Sponsorships on behalf of the City for use at the Events, the City assumes all liability for loss, damage or theft, and assumes the full cost of replacement for any and all of said elements, until delivered to the Producer. The Producer is not responsible for the procurement, creation, assembly or presentation of such elements unless otherwise agreed to in writing by Producer, in which event Producer shall, solely as an accommodation to City, expend its reasonable efforts to procure such material at the City's sole cost and expense, provided in any event that Producer's failure to procure such material shall not be deemed a default of this Agreement. City shall be responsible for obtaining all third party approvals and consents for the use of City Sponsorship Materials. City's delivery of such Materials to Producer shall be deemed City's warranty and representation that such materials are cleared for use and reproduction, and will not require the further consent of any other persons or entities. To

the extent Producer is provided adequate instructions and guidelines, the Producer shall undertake the modification and assembly of the Materials that are provided by the City for use and presentation at the Events. Such approval and consent shall be obtained and provided to Producer reasonably promptly to allow Producer to perform its obligations hereunder. City shall indemnify defend, and hold harmless Producer against any claims arising from the use of such Materials as instructed by the City, including but not limited to City's failure to deliver any such Materials to Producer, or any erroneous instructions provided to Producer. Without limiting the generality of the foregoing, City hereby agrees and assumes all liability for violation or infringements of use, assumes responsibility for the use of such Materials, and agrees indemnify, defend, and hold the Producer harmless with respect to the same.

G. Producer shall have sole control and authority over the hiring, direction, and supervision of the staff and personnel to be provided by Producer ("**Producer's Personnel**"); provided, however, the City reserves the right, for good cause, to require Producer to exclude any employee from performing services on the City's premises.

4. COMPENSATION

A. **BUDGET:** The Producer shall be compensated in an amount not to exceed \$ [REDACTED] for services provided and costs thereof pursuant to this Agreement, for the 2020 Event, to increase by a percentage equal to the October-October change in the CPI for the Los Angeles region for each subsequent Event. The Producer shall be paid within thirty (30) days of presentation of an invoice to the City for services performed per the terms of this Agreement. The Producer shall submit invoices per the payment schedule listed in Section 6 for services performed, a description of reimbursable costs, and any other information requested by the City.

B. **SPONSORSHIPS:** In addition, with respect to the cash amount of any Event Sponsorships obtained by the Producer for the Event, Producer shall be paid a 15% commission on the gross amount of such Sponsorship. The City will retain 85% of the gross amount of such Sponsorship. With respect to any in-kind Sponsorships obtained by the Producer for the Event, Producer shall use such Sponsorship to defray the line-item expense to the City of the product or service received, Producer shall be paid 15% commission of the amount saved by such Sponsorship if and to the extent any such in-kind Sponsorship significantly reduces a line-item expense for an Event. If any such in-kind Sponsorship does not significantly reduce a line-item expense for an Event, Producer shall be paid a 15% of the book value of such in-kind sponsorships. Per Section 2.D of this Agreement, all Event sponsors shall be subject to advance written approval by the City. For all in-kind Sponsors, the valuation of said Sponsorship shall be mutually agreed upon between the parties in advance. The foregoing commission shall be in addition to any out-of-pocket expenses to be incurred by Producer for the activation of any Sponsor's presence at the event, which shall be subject to a Change Order.

C. **CHANGE ORDERS:** Additional items or services requested and approved by City, in its sole discretion, in excess of the amounts allocated therefor, or in excess of

the scope of such items provided during prior years of the Event, will constitute a “**Change Order**”, and the costs of which and fees related thereto shall be payable by the City in addition to the amounts set forth in paragraph 4(A) above. In addition, to the extent practicable, if City makes an oral request prior to or at the Events, and agrees to any expenditure, and the Producer complies, that request shall likewise be considered a Change Order.

D. **CONTINGENCIES**: With respect to overages in actual expenses in addition to the amounts allocated therefor due to cost increases (“**Contingencies**”), such Contingencies shall also be subject to the City’s advance, written approval, provided they shall not exceed 15%.

5. **TIME OF PERFORMANCE**

A. Pre-production consultation, meetings and preparation are to be mutually determined and scheduled. The schedule for the Event is as follows:

Build, Event Date and Strike; October 30, 2020 – November 1, 2020

Build Set-up: October 30 – October 31

Event Date: October 31

Event Hours: 6:00pm – 11:00pm

Event Strike: Stages go dark at 11:00pm on October 31. Event strike shall begin at 11:00pm on October 31 and shall be completed by 4:00am on November 1 to prepare the streets for street sweeping.

B. Some pre-staging may be done on October 30. San Vicente between Melrose Avenue and Santa Monica Boulevard shall close at 12:00am October 31 for base camp and main stage build.

C. The City acknowledges and agrees that if Producer is delayed in being provided, or denied, access to the Event sites at the specified times, the scope of services may be impacted and/or reduced, potentially leading to modifications to the Events. In such circumstances, Producer shall use its good faith judgment in mitigating the impact of any such delays, subject to the City’s reasonable approval in its good faith discretion, not to be unreasonably withheld. Producer shall not be deemed in default of this Agreement should it be unable to execute its previously agreed-upon floor plan in its entirety as a result of denial of access or significant delay in access to Event sites. City shall pay for all reasonable, additional costs and expenses incurred by the Producer as a result of a denial of access through the Change Order process.

6. SCHEDULE OF PAYMENT

50% Deposit:	by August 1, of each year, (or by the City's first check release date following execution of this Agreement for the 2020 Event, if it occurs first).
25% Deposit:	by September 15, of each year
25% Balance:	November 15, of each year
Overages /Additions Balance:	December 1 st of each Year.

The Producer shall be paid within thirty (30) days of presentation of an invoice to the City for services performed as required hereunder. The Producer shall submit invoices per the payment schedule listed for services performed, a description of reimbursable costs, and any other information requested by the City.

7. INSURANCE REQUIREMENTS

A. The Producer, at the Producer's own cost and expense, shall procure and maintain, for the duration of the contract, the insurance coverage as detailed below.

B. City reserves the right to review any and all of the required insurance policies and/or policy endorsement(s), but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Producer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

C. Failure to Procure Insurance

Failure on the part of the Producer to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement pursuant to Section 8 below.

D. Workers Compensation and Employers Liability Insurance

- (1) Required if Producer has employees.
- (2) Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- (3) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (4) Policy shall contain a Waiver of Subrogation in favor of City.

- (5) Required Evidence of Coverage:
 - i. Copy of policy endorsements or policy language waiving rights of subrogation; and
 - ii. Properly completed ACORD form Certificate of Insurance.

E. General Liability Insurance

- (1) Commercial General Liability Insurance no less broad than the Insurance Services Office (ISO) form CG 00 01.
- (2) Minimum Limits: \$10,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Producer maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits as maintained by Producer.
- (3) Liquor Liability Limits of no less than \$2,000,000 for each common cause \$2,000,000 Aggregate.
- (4) Fireworks/Pyrotechnics liability insurance coverage with limits of \$1,000,000 combined single limit per occurrence. Evidence of pyrotechnics liability insurance coverage may be provided by the display fireworks and/or pyrotechnics contractor.
- (5) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by City. Producer is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Producer has a claim against the insurance or is named as a party in any action involving City.
- (6) City, its elected or appointed officers, officials, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of on-going and completed operations performed by or on behalf of Producer for which a permit has been issued (either ISO endorsement CG 2037 & CG 2010 , CG 20 12 or CG 20 26, or their equivalents).
- (7) The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. Primary coverage shall be evidenced by policy endorsement or actual policy language.

- (8) The insurance policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- (9) The policy shall contain a Waiver of Subrogation in favor of CITY, its elected or appointed officers, officials, employees, agents, and volunteers.
- (10) Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement(s) and/or policy language granting additional insured status;
 - ii. Copy of the policy endorsement and/or policy language indicating that coverage applicable to City is primary and non-contributory;
 - iii. Copy of policy endorsements or policy language waiving rights of subrogation; and
 - iv. Properly completed ACORD form Certificate of Insurance.

F. Automobile Liability Insurance

- (1) Minimum Limit: \$2,000,000 combined single limit per accident.
- (2) Coverage shall apply to all owned, hired and non-owned vehicles.
- (3) City shall qualify as an insured.
- (4) Required Evidence of Coverage:
 - i. Copy of the Named Insured policy endorsement and/or policy language granting insured status to City;
 - ii. Properly completed ACORD form Certificate of Insurance.

G. Standards for Insurance Companies

- (1) Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

H. Documentation

- (1) The Certificate of Insurance shall include the following reference:
2020 City of West Hollywood Halloween Caranval.
- (2) The name and address for Additional Insured endorsements and Certificates of Insurance is: City of West Hollywood, 8300 Santa Monica Blvd., West Hollywood, CA 90069.

- (3) Current Evidence of Coverage shall be provided for the entire term of this agreement.
- (4) Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.
- (5) Producer shall furnish properly executed certificates of insurance to City, which certificates along with appropriate policy endorsements, which shall clearly evidence all coverage's required above and provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to City or in accordance with policy terms & conditions.

I. In the event Producer fails to pay any required deductible or self-insured retention, City may do so at Producer's expense.

J. Producer shall require each Vendor/Service Provider/Exhibitor hired to provide any support and/or service as part of the event to submit a Certificate of Insurance with proper policy endorsements to the City evidencing their insurance coverage as follows:

- (1) Commercial General Liability Insurance with limits of no less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate naming City, its elected or appointed officers, officials, employees, agents, and volunteers as additional insured on a primary and non-contributory basis;
- (2) Commercial Automobile Liability, if applicable, with limits of no less than \$1,000,000 per Occurrence should any Vendor/Service Provider/Exhibitor utilize vehicles for the transportation of goods and equipment to event sites at any time;
- (3) Evidence of Workers Compensation coverage for any Vendor/Service Provider/Exhibitor who has employees providing a Waiver of Subrogation in favor of CITY; and
- (4) Evidence of any other specialty insurance coverage typically provided by such service provider for such specialty services such as fireworks/pyrotechnics use and/or display; animal handling; liquor sales; aircraft operations or other as appropriate.

8. TERMINATION FOR CAUSE

All terms, provisions, and specifications of this Agreement are material and binding, and uncured failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be materially breached,

the City may, at its option, terminate the Term of this Agreement not less than fifteen (15) days after written notification is received by the Producer to remedy the alleged breach within the stated time or within any other time period agreed to by the parties, it being understood and agreed that the time period to remedy any alleged breach which cannot be reasonably remedied within fifteen (15) days shall automatically be extended to no less than thirty (30) days, and termination to be effective solely in the event that Producer fails to substantially remedy such alleged breach. No other right of termination shall exist hereunder.

9. NOTICES

All notices, requests, demands and other, communications between the parties shall be in writing and, unless specifically provided otherwise, shall be delivered personally, by email or mailed first class with postage prepaid and properly addressed as follows:

If to Producer, to:

XYZ Company
123 Main Street
City, CA 90000
ATTN.: Main Contact

If to the City, to:

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216
ATTN.: Cleo Smith

All notices shall be deemed to have been received upon personal delivery, receipt of email or three (3) days after deposit in the U.S. Mail, whichever is earlier.

A courtesy copy of all notices to Producer shall also be sent by email to Producer's legal counsel, [Counsel](#) name and email

10. ASSIGNMENT AND DELEGATION

Neither Producer nor the City shall assign or otherwise alienate any of its rights or delegate or otherwise transfer any of its duties hereunder except those duties and subcontracts reasonably anticipated under the Agreement. Any permitted assignment or delegation of a party's rights or duties hereunder shall not relieve such party of primary responsibility for the performance thereof.

11. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be of any force or effect unless and until it is executed by the authorized representatives of Producer, approved by the City Council of the City,

and executed on behalf of the City by the City Manager. Each party represents and warrants that it has the right and authority to enter into this Agreement and that by entering into this Agreement it will not violate, conflict with, or cause a material default under any other contract, undertaking, judgment or encumbrance to which it is a party.

12. INDEMNITY

A. Producer shall save, keep, indemnify, hold harmless, release, and defend City, and its appointed and elected officials, officers, employees and agents from every and all actions, claims or demands made and every and all liabilities, losses, damages or expenses of any nature whatsoever, and all costs or expenses, including, but not limited to, attorney's fees, expert fees and court costs incurred in connection therewith, which actually or allegedly arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including volunteers, except where caused by the sole negligence, or willful misconduct of the City its officers, officials, and employees;

B. City shall save, keep, indemnify, hold harmless, release, and defend Producer, and its officers, employees and agents from every and all actions, claims or demands made and every and all liabilities, losses, damages or expenses of any nature whatsoever, and all costs or expenses, including, but not limited to, attorney's fees, expert fees and court costs incurred in connection therewith, which actually or allegedly arise out of City's violation of any warranties, representations, or covenants made hereunder, or caused in whole or in part by any negligent act or omission of the City, anyone directly or indirectly employed by the City, or anyone for whose acts any of them may be liable, including volunteers, except where caused by the sole negligence, or willful misconduct of the Producer its officers, and employees.

The parties shall pay promptly any judgment rendered against the other, its officers, agents or employees for any such claims, damages, penalties, obligations and/or liabilities.

13. NO WARRANTIES

Producer makes no warranties of any kind, express or implied, in connection with the activities of Event exhibitors. Producer hereby expressly disclaims any implied warranties arising from a course of dealing or course of performance. Except as provided herein, no oral or written information given by Producer will create a warranty or representation and City expressly acknowledges that it has not entered into this Agreement in reliance upon any alleged representation or warranty of Producer.

14. FORCE MAJEURE

A force majeure event under this Agreement is an event beyond the control of the Producer that makes performance of its obligations hereunder impossible, impracticable or unsafe, including fire; threats or acts of terrorism or other forms of civil disorder in or near the concert venue; strikes or lockouts or other labor strife; acts of

God; absence of electrical power or other essential services; any act or rule of any court of governmental agency with jurisdiction; or other similar cause. If a force majeure event occurs, the parties' obligations hereunder will be excused fully, without any additional obligation and each of the parties will bear its own costs incurred in connection with this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California and of the City. In the event of a dispute concerning the rights, duties, and obligations arising out of this Agreement, the parties agree that exclusive venue for all such disputes shall be in the State of California, County of Los Angeles. In the event that any action, suit, or other proceeding is instituted concerning or arising out of this agreement, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions therefrom, whether such costs and attorneys' fees incurred prior to or after judgment is entered.

16. NONDISCRIMINATION

Producer shall not discriminate on the basis of race, national origin, gender, age, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition or religion in the performance of this Agreement.

17. AMENDMENT

This Agreement may only be amended in writing, executed by all of the parties hereto.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and Producer on this subject matter and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement.

19. NO PARTNERSHIP The parties hereto are separate and independent, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

20. ARAB LEAGUE BOYCOTT OF ISRAEL. The Producer hereby wholeheartedly affirms it does not honor the Arab League Boycott of Israel.

21. LIVING WAGE ORDINANCE. The Producer shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the Producer shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

22. COUNTERPARTS / DIGITAL COPIES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Agreement may be executed by any party through the means of fax copy or by the exchange of signatures through email in unmodifiable digital file formats (e.g. PDF), and such fax or PDF signature shall be effective, valid and enforceable as if it was an original signature for purposes of this Agreement.

This Agreement is executed on this XX day of Month, 2020, at West Hollywood, California, and effective as of XX Month, 2020.

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk
(seal)

XYZ Company

Name, Title

APPROVED AS TO FORM:

Michael Jenkins, City Attorney



CITY OF WEST HOLLYWOOD RFP SUPPLEMENTAL DOCUMENT HALLOWEEN CARNAVAL INSURANCE REQUIREMENT SUMMARY 2020

- Commercial general liability insurance in an amount of not less than \$10,000,000 per occurrence/\$10,000,000 general aggregate and including Ongoing & Products/Completed Operations, as appropriate.
- Liquor liability insurance in an amount of not less than \$2,000,000 per occurrence/\$2,000,000 general aggregate.
- Policy Endorsements** indicating the CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS are **ADDITIONAL INSUREDS** for all operations and services rendered as their interests may appear. *Endorsement CG 20 10, Endorsement CG 20 37 and Endorsement CG 20 26 are required.*
- Policy Endorsement** indicating coverage is **PRIMARY, NON-CONTRIBUTORY**
- Policy Endorsement OR Policy Language** evidencing coverage for INTER-INSURED SUITS and include a **SEPARATION OF INSUREDS or SEVERABILITY CLAUSE**
- Policy Endorsement** providing a **WAIVER OF SUBROGATION** to all City entities named as Additional Insured.
- Certificate of Insurance is to reference: **2020 Halloween Carnival and all related activities.**
- Deductible / Retention noted on Certificate of Insurance for review by City Staff.
- Automobile Liability with minimum combined single limit of \$2,000,000 (for owned, non-owned, hired, rented vehicles).
- Policy endorsement or Policy language** indicating City entities are a qualified insured under the Automobile Liability policy.
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000.
- Waiver of Subrogation policy endorsement** in favor of City and City entities to include countersignature as appropriate.
- Certificate should indicate 30 day notice of cancellation noted on certificate of insurance.
- Event Producer shall require any and all contractors & subcontractors hired to similarly maintain **commercial general liability insurance** with limits of no less than \$1,000,000 per occurrence for ongoing/completed operations naming the CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS are **ADDITIONAL INSUREDS** on a primary, non-contributory basis as their interests may appear; **Commercial automobile liability** insurance in an amount of no less than \$1,000,000 combined single limit. Each contractor & subcontractor shall evidence Workers Compensation and Employer's Liability insurance for its employees including a waiver of subrogation in favor of City. Event Producer is responsible for collecting Certificates of Insurance and policy endorsements from its' vendors and subcontractors providing services for the event and verifying coverage meets the City's requirements.
- Other: Specialty coverages may be required as event plans develop to address specialized risks such as: pyrotechnics, etc.

Note: Insurance coverage types, limits and terms may be subject to change as detailed plans develop during production phase.