



## AGENDA REPORT

**Meeting Date:** December 4, 2012  
**Item Number:** F-14  
**To:** Honorable Mayor & City Council  
**From:** Megan Roach, Marketing & Economic Sustainability Manager   
**Subject:** RATIFICATION OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILLY BIETAK PRODUCTIONS, INC. FOR A HOLIDAY ICE SKATING RINK IN A NOT-TO-EXCEED AMOUNT OF \$285,580.00  
**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council move to ratify an agreement between the City of Beverly Hills and Willy Bietak Productions, Inc. for a holiday ice skating rink in a not-to-exceed amount of \$285,580.00.

### INTRODUCTION

Each year the City sponsors a signature holiday program designed to celebrate the season and attract visitors from around the region to visit, shop and dine in Beverly Hills. For the 2012 holiday season, the concept of an ice skating rink located in front of the iconic and historic City Hall building prompted strong interest.

### DISCUSSION

Following direction from the City Council at the October 23<sup>rd</sup> meeting, Conference and Visitors Bureau ("CVB") and City staff re-explored Crescent Drive as a possible location for the holiday ice skating rink. Crescent Drive (in front of City Hall) was the Special Events/Holiday Liaison Committee's (Councilmember Brucker and Bosse) preferred location when the CVB presented location options to the Committee this past June.

The location provides the iconic backdrop of City Hall, high sponsorship appeal, and close proximity to the golden triangle. However, the location was initially ruled out due to heavy construction at the Annenberg and the need for a dedicated emergency lane.

City staff had further discussions with the Fire Department and the Annenberg regarding the Crescent Drive location and all parties agreed that a rink on Crescent was possible, with certain accommodations. This update was provided to the Special Events/Holiday Liaison Committee and the Committee presented its recommendation to the City Council at the November 13<sup>th</sup> study session meeting.

In the interest of time, the City Council, at their November 13<sup>th</sup> meeting, authorized the City Manager to execute the agreement with Willy Bietak Productions, Inc. and bring the agreement forward for City Council ratification. On November 19<sup>th</sup>, Bietak Productions began installation of the rink and it is scheduled to open on Saturday, December 1<sup>st</sup>.

**FISCAL IMPACT**

The contract with Willy Bietak Productions, Inc. includes rink set up and strike, the daily management fee, generator, and fuel for a total not-to-exceed amount of \$285,580. Additional costs include décor for the rink and surrounding areas (\$25,000) and private security during non-operational hours (\$15,000). The City's current agreement with Utopia Entertainment includes \$25,000 for ice skating rink décor and the CVB is contracting with a company to provide security for the rink during non-operational hours.

The City's FY 2012-13 funding agreement with the CVB includes \$200,000 for a holiday ice skating rink, which will be credited back to the City for the agreement with Willy Bietak Productions, Inc. It is anticipated that sponsorship revenue and ticket sales will offset some of the operational costs. The CVB is managing the ice rink sponsorship program.

The City's Finance Department projects \$28,942,900 in TOT revenue for the 2012-13 Fiscal Year, which results in a Tourism and Marketing budget of \$4,817,984. The agreement with Willy Bietak Productions, Inc. is for a not-to-exceed amount of \$285,580 and, of this amount, \$200,000 will be charged to the CVB line item and the remaining \$85,580 to the reserve account in the Tourism and Marketing budget.

  
Noel Marquis

\_\_\_\_\_  
Finance Approval

Cheryl Friedling   
\_\_\_\_\_  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WILLY BIETAK PRODUCTIONS, INC. FOR A  
HOLIDAY ICE SKATING RINK

NAME OF CONTRACTOR:	Willy Bietak Productions, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Willy Bietak, President
CONTRACTOR'S ADDRESS:	1404 Third Street Promenade, Suite 200 Santa Monica, CA 90401-2300 Attention: Willy Bietak, President
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Cheryl Friedling, Deputy City Manager
COMMENCEMENT DATE:	November 19, 2012
TERMINATION DATE:	January 15, 2013
CONSIDERATION:	Consideration as set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WILLY BIETAK PRODUCTIONS, INC. FOR A  
HOLIDAY ICE SKATING RINK

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Willy Bietak Productions, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement immediately upon execution of this Agreement. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CONTRACTOR shall provide a daily accounting to the CITY's Marketing & Economic Sustainability Manager that contains admissions, skate rental and merchandise revenue. In addition, CONTRACTOR shall submit to CITY a detailed invoice, on a weekly basis for the services performed pursuant to this Agreement, as more particularly described in Exhibit C attached hereto and incorporated by reference herein. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 3 business days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### Section 7 Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination. In the event that CONTRACTOR has not performed its obligations under this Agreement, CITY shall give written notice to CONTRACTOR to correct any such deficiencies. If CONTRACTOR does not cure any such deficiencies within 3 business days or such other period of time as agreed to in writing by CITY, CITY may cancel this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on the effective date of such notice.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Upon reasonable notice to CONTRACTOR, CITY shall have access, without charge to CONTRACTOR, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

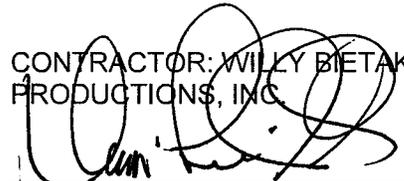
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

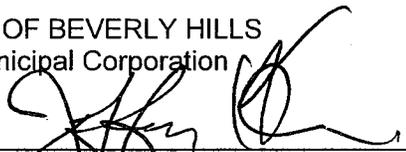
Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of November 2012, at Beverly Hills, California.

CONTRACTOR: WILLY BIETAK  
PRODUCTIONS, INC.

  
\_\_\_\_\_  
DENNIS LEE GIBBS  
Assistant Corporate Secretary

CITY OF BEVERLY HILLS  
A Municipal Corporation

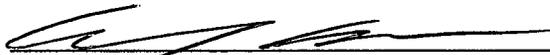
  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
CHERYL FRIEDLING  
Deputy City Manager

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

CITY OF BEVERLY HILLS  
A Municipal Corporation

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WILLIAM W. BRIEN M.D.  
Mayor of the City of Beverly Hills, California

ATTEST:

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(SEAL)  
BYRON POPE  
City Clerk

**EXHIBIT A**  
**SCOPE OF WORK**

CONTRACTOR shall perform the following services:

**Section 1 - Project Description**

**Event:** Beverly Hills Holiday Ice Skating Rink 2012

**Dates:** November 28, 2012 – January 6, 2013.  
Rink to be closed on Christmas Day (Tuesday, December 25).  
Total of 39 days.

**Times:** Sunday through Thursday from 12:00 p.m. (noon) – 9:00 p.m. (clean-up is from 9-10 p.m.)  
Friday and Saturday from 12:00 p.m. (noon) – 10:00 p.m. (clean-up is from 10-11 p.m.)

**Location:** Crescent Drive (in front of City Hall) between North Santa Monica and South Santa Monica Blvd.

**Rink Installation Dates:** November 19, 2012 – November 27, 2012

**Rink Removal Dates:** January 7, 2013 – January 10, 2013

**Projected Attendance:** 7,000 guests.

**Section 2 - Scope of Work**

**CONTRACTOR shall provide the following:**

1. A complete 50 foot by 90 foot ice skating surface including related support equipment such as header-boards, hoses (to cover up to 150 foot distance between ice machine and ice floor), and ice machine, all of which is solely for public skating
2. Supervision of installation, maintenance, resurfacing and removal of ice rink by qualified ice engineers
3. Mini ice resurfacer (battery powered).
4. Dasher board system, clear Lexan and steel or aluminum.
5. Office, skate shop, ticket office and skate change area set-up (rental skates to allow up to 180 skaters on the ice at any time).
6. A clean level scaffold deck surface on which to install ice rink. The surface will support a minimum of 100 lbs. per sq. ft.
7. Round trip transportation of all Bietak equipment and personnel.
8. Casual, non-union labor for setup and strike of ice equipment.
9. Forklift.
10. Staff to manage and operate ice rink including manager, assistant manager, cashiers, skate rental personnel and on-ice skate guards.
11. Skate distribution shelves to organize and vend skates from ticket office.
12. Rental lockers.

13. Sound system for atmosphere and public address.
14. Lighting system for safe evening skating on ice and in skate change area
15. Portable office trailer to vend skates and admissions.
16. Restroom facilities for staff and patrons.
17. Janitorial service for area. Restrooms shall be cleaned as needed at a minimum of every two hours. Trash cans are to be emptied as needed or at least every 1 hour.
18. Worker's Comp insurance for Bietak employees, payroll taxes, and event liability insurance.
19. Operating income accounting, on a daily basis, with weekly summaries.
20. Signage at point of ticket sales and around the ice rink that indicates "Skate at your own risk".
21. Staff breaks where smoking occurs shall not be taken within the direct vicinity of the ice skating rink.
22. All Bietak employees shall observe proper grooming and personal hygiene and report for work in neat, clean and appropriate uniform attire.

**LOCATION:** The site is Crescent Drive in front of City Hall. The rink will be installed on street pavement and we currently do not have specifics on how level or flat the ground is. CONTRACTOR shall perform a site survey to determine suitability of installation location.

**INSTALLATION:** CONTRACTOR shall provide all equipment, labor and materials required to install the ice rink. All installations shall be approved by City of Beverly Hills.

**REMOVAL:** CONTRACTOR shall provide all equipment, labor and materials to remove all CONTRACTOR-provided equipment and make good CITY provided areas to their original condition. Final condition of the CITY areas shall be approved by CITY in writing after a site inspection with CONTRACTOR and CITY representative.

**OPERATIONS:** CONTRACTOR shall provide all operations staff and personnel to operate the ice rink. Ice rink shall be sufficiently staffed to provide minimum wait times and personalized service for the guests. From time to time during the event period, CONTRACTOR and CITY shall meet to discuss operational requirements and staff shall be increased or decreased as needed per the approval of CITY.

**SKATE RENTAL:** CONTRACTOR shall provide all equipment and materials required for skate rental which shall include an adequate number of clean skates in good repair. CONTRACTOR shall be responsible for all maintenance required to keep skates in good condition. CONTRACTOR shall provide an electronic POS system to keep track of cash and receipts. POS systems shall accept cash, credit cards & debit cards.

**POWER:** CONTRACTOR shall provide all power for rink, lighting, POS positions and other associated equipment. No power shall be supplied by the CITY.

**SUPPORT INFRASTRUCTURE:** CONTRACTOR shall provide all tables, chairs, seats, benches, walls, sidewalks, railings, gates, fences and boardwalks required. All support infrastructure shall be clean and in good repair. All temporary sidewalks, boardwalks, shall have gritty surface and be ADA compliant. All railings, gates and fences shall be ADA compliant and OSHA compliant.

**LIGHTING:** CONTRACTOR shall provide all lighting (non-decorative) required to safely illuminate the ice rink and nearby environment.

**DAILY CLEANING & MAINTENANCE:** CONTRACTOR shall provide daily cleaning of the ice rink and CONTRACTOR provided items. CONTRACTOR shall inspect & maintain all CONTRACTOR provided equipment as required.

### **CLIMATE/CONDITIONS**

The average weather for Beverly Hills in December is 68/46F.

There is a potential for direct sunlight to hit the rink several hours a day.

In general, wind speeds average 5mph in November and December.

#### CITY shall provide the following:

1. Uninterrupted Water supply for ice machine and resurfacing machine.
2. Free access twenty-four hour on-site parking for Bietak staff.
3. After-hours/overnight security for ice machinery and Bietak personnel.
4. Hotel accommodations for Bietak staff during rink set up, operations, and strike period to be provided through partnership with Beverly Hills Conference and Visitors Bureau.
5. A means of disposal of the ice at the end of the season.
6. Dedicated trash bin
7. Marketing and advertising for the event.
8. Decorating vendor and decorations for ice rink and surrounding areas.

**EXHIBIT B**  
**COMPENSATION**

**INITIAL PAYMENT**

For the ice rink set up and strike costs, CITY shall pay CONTRACTOR the amount of \$85,000 within one (1) week of execution of this Agreement. Such amount is calculated as follows:

<u>RINK SET UP AND STRIKE</u>	<u>AMOUNT</u>
Ice rink, refrigeration equipment, headers, hoses, dashers, etc.	\$66,477
Round trip transportation of all Bietak equipment and personnel.	10,778
Casual non-union labor for setup and strike of ice equipment.	<u>7,745</u>
<b>Total</b>	<b><u>\$85,000</u></b>

**WEEKLY PAYMENTS**

**Gross Revenues.** For a one hour session on the ice rink, CITY will charge \$15 to persons 13 years old and up, and \$11 to children 12 years old and under ("Gross Revenues"). CONTRACTOR will collect all Gross Revenues and will provide a weekly invoice to CITY detailing the amount of Gross Revenues received per week.

**Skate Rental Fee.** CONTRACTOR shall subtract from Gross Revenues \$1.50 per person that uses the ice rink as a skate rental fee.

**Management Fee.** In addition, CONTRACT shall subtract from Gross Revenues the management fee calculated based on a daily rate of \$3,468.86 (the "Management Fee") times number of days the rink is in operation for such week (ice rink is scheduled to be closed on Christmas Day, December 25, 2012).

**Generator Fee (one time only).** *For the first weekly invoice only,* CONTRACTOR shall subtract from Gross Revenues the amount of \$14,594.23 for use of the generator (based on \$348.57 per day for 39 days plus \$1000 in delivery fees).

**Generator Fuel.** CONTRACTOR shall subtract from Gross Revenues the weekly cost of fuel for the generator. (The total cost for fuel is *estimated* to be \$50,700 calculated as follows: fuel is estimated to cost \$5 per gallon @ 260 gallons per day, which equals \$1300 per day. \$1300 x 39 days is equal to approximately \$50,700. However, fuel usage is expected to fluctuate based on skater attendance, ambient temperatures, wind, direct sun light and rain.)

**Net Revenues.** Any positive balance remaining after the above-mentioned subtractions from Gross Revenues shall be paid by CONTRACTOR to CITY within three business days of the weekly invoice. Any negative balance resulting from the above subtractions from Gross Revenues will be paid by CITY to CONTRACTOR within three business days of receipt of the weekly invoice.

## CONCESSION PAYMENTS

CONTRACTOR shall provide the following concessions at the ice skating rink ("Concessions"):

<u>Item</u>	<u>Sales Price (including sales tax)</u>
Gloves	\$3.00
Socks	3.00
Water	3.00
Lockers	3.00

CONTRACTOR agrees to pay CITY 15% of net revenues from the Concessions on a weekly basis.

## **EXHIBIT C**

### **SCHEDULE OF PAYMENT**

CONTRACTOR shall be paid in accordance with the following payment schedule:

1. Within one (1) week of execution of this Agreement, CONTRACTOR shall be paid the INITIAL payment for the set up and strike costs in the amount of Eighty Five Thousand Dollars (\$85,000.00).

2. CONTRACTOR shall provide a daily accounting to the CITY's Marketing & Economic Sustainability Manager that contains admissions, skate rental and merchandise revenue. In addition, CONTRACTOR shall provide a weekly accounting to CITY (beginning with the week of Wednesday, November 28 through Saturday, December 1). If the weekly payments as set forth in more detail in Exhibit B exceed Gross Revenues, CONTRACTOR shall invoice CITY for such difference, which CITY shall pay within three (3) business days of receipt of same. If the Gross Revenues exceed the weekly payments, then CONTRACTOR shall pay such excess to CITY within three (3) business days. CONTRACTOR acknowledges that CITY funds are released on a check schedule, which may vary from month-to-month.

EXHIBIT D

**PERMITS REQUIRED (FEES WAIVED) FOR HOLIDAY ICE SKATING RINK**

Building Permit  
Tent Permit  
Electrical Permit  
Heavy Hauling Permit  
Street Use Permit  
Encroachment Permit  
Special Event Permit

**EXHIBIT E  
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**A.  
B.  
C.**

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u>	
					P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_