



AGENDA REPORT

Meeting Date: March 1, 2011
Item Number: F-14
To: Honorable Mayor & City Council
From: Brad Meyerowitz, Recreation Services Manager
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LUXE INTERIORS + DESIGN FOR DESIGN CONSULTING SERVICES FOR THE LUXE INTERIOR + DESIGN PRESENTS "MAISON DE LUXE 2011" AT HISTORIC GREYSTONE ESTATE IN BEVERLY HILLS

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve the "Agreement between the City of Beverly Hills and Luxe Interiors + Design for design consulting services for The Luxe Interior + Design presents "Maison de Luxe 2011" at historic Greystone Estate in Beverly Hills".

INTRODUCTION

The "Maison de Luxe 2011" will be the eighth Design House held at Greystone Estate. The last Design House was in 2008 when Veranda Magazine was the Title Sponsor. Due to the lack of a Title Sponsor, no Design Houses were held in 2009 and 2010. The event will be held from November 2 – November 20, 2011. Luxe Interiors + Design will secure qualified designers to decorate all of the main rooms on the first and second floors, not including the servant's rooms, kitchens, and bathrooms of the mansion. Previous Design Houses were successful events, receiving multitudes of post-event coverage by local, regional, and national publications, which helped to expose Greystone Estate to a new audience. As has been the case since the second Design House in 2003, a percentage of the proceeds raised from the event will go to Friends of Greystone to support their on-going restoration efforts of the Estate.

DISCUSSION

In June 2010, Luxe Interiors + Design submitted a proposal to the City asking for consideration to be the Title Sponsor for a Design House in 2011. LUXE Magazine (later evolved into Luxe Interiors + Design) was a Local Media Partner for the 2008 Design

House. As part of their sponsorship package in 2008, LUXE Magazine printed and bound 8,000 event program books, as well as provided two full-page color ads promoting the event and an eight page post-event editorial story. As part of their Title Sponsor package for 2011, Luxe Interiors + Design would be responsible for:

- Provide two national, full-page, 4-color display ads in the Summer and Fall editions of the magazine
- Pre-event promotion on the magazine's website
- Recruit and select regional and national interior designers
- Cover the costs of an on-site coordinator
- Supply gift bags and magazines at the preview party
- Solicit and secure additional sponsors
- Provide post-event editorial coverage

The previous seven Design Houses were successful events in many ways. Over 20,000 people attended the earlier Design House events. This has introduced Greystone Estate to a far greater audience than any other events held at the venue. The pre and post-event publicity has also helped elevate public awareness of the Estate. Activities showcasing the recently completed catering kitchen and renovated rose garden will be integrated in to programming elements for the 2011 event. The Recreation and Parks Commission endorsed the sponsorship proposal at their July 2010 meeting.

FISCAL IMPACT

The City will not be incurring any expenses related to the award of the Title Sponsor to Luxe Interiors + Design. The sponsorship package is valued at \$865,000. It is anticipated that the partnership with Luxe Interiors + Design will lead to additional sponsorship opportunities and expanded exposure for the event. All ticket sales revenue will be collected and retained by the City. Designer fees will be collected and retained by Friends of Greystone and will go towards future restoration projects at Greystone Estate.

Steven Zoet
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LUXE MEDIA GROUP, LLC FOR DESIGN CONSULTING SERVICES
FOR THE LUXE INTERIOR + DESIGN PRESENTS “MAISON DE
LUXE 2011” AT HISTORIC GREYSTONE ESTATE IN BEVERLY
HILLS

NAME OF CONSULTANT: Luxe Media Group, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jennifer Matthews, Publisher, National
Network

CONSULTANT’S ADDRESS: 360 Park Avenue
South 17th Floor
New York, New York 10010

CITY’S ADDRESS: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: Steven Zoet
Director of Community Services

COMMENCEMENT DATE: March 25, 2011

TERMINATION DATE: December 31, 2011, unless extended
pursuant to Section 2 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LUXE MEDIA GROUP, LLC FOR DESIGN CONSULTING SERVICES
FOR THE LUXE INTERIOR + DESIGN PRESENTS "MAISON DE
LUXE 2011" AT HISTORIC GREYSTONE ESTATE IN BEVERLY
HILLS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Luxe Media Group, LLC (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A to the full satisfaction of CITY.

Section 2. CITY'S Obligations. CITY shall be responsible for the obligations set forth in Exhibit A-1, attached hereto and incorporated herein.

Section 3. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The Agreement may be extended in writing by mutual agreement of the parties.

Section 4. Independent Contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal.

(a) CONSULTANT's Responsible Principal set forth above shall be CONSULTANT's administrator who shall administer the terms of the Agreement and shall be the principal liaison between CITY and CONSULTANT. However, CONSULTANT'S Project Manager shall be the day-to-day onsite manager. Designation of another Responsible Principal by CONSULTANT shall not be made without the 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 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT. Notwithstanding the foregoing, CITY acknowledges that CONSULTANT is the publisher of Luxe magazine and shelter books and therefore may have or has business relationships with the designers, advertisers, and sponsors of the Event. CONSULTANT has no ownership interests in designers', advertisers' and sponsors' businesses.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(d) CONSULTANT shall require each of its subconsultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) 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.

(f) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth

in Exhibit B, attached hereto and incorporated herein, or in the standard ACORD form, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and automobile liability policies required by this Agreement 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.

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

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY.

Section 10. Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination. Failure by CONSULTANT to perform any term or provision of this Agreement for a period of seven (7) business days from the receipt of written notice thereof from CITY (the "Cure Period") shall constitute a default under this Agreement. The Cure Period may be extended in writing by CITY. The notice shall specify in detail the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within the Cure Period, then the commencement of the cure within the Cure Period and the diligent prosecution to completion of the cure shall be deemed a cure within the Cure Period. After notice and expiration of the Cure Period without cure, CITY may, at its option, immediately terminate this Agreement. City shall also have all rights and remedies provided by law as a result of the default.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information in the possession of CITY as requested by CONSULTANT for the proper performance of CONSULTANT's services.

Section 13. 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 remain the property of CONSULTANT. CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate, but only with respect to the maintenance of the Show House as described in Exhibit A.

Section 14. Changes in the Scope of Work. Any changes in the scope of work requested by either CITY or CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY. Notices may be sent by reputable overnight courier.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, 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 CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. 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 _____, 201____, at Beverly Hills, California.

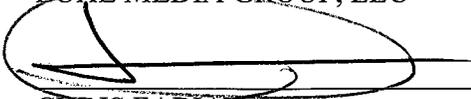
CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

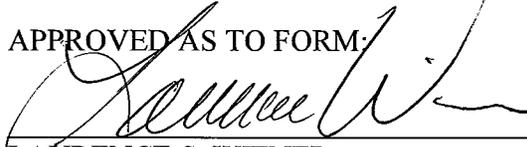
(SEAL)
BYRON POPE
City Clerk

"CONSULTANT":
LUXE-MEDIA-GROUP, LLC



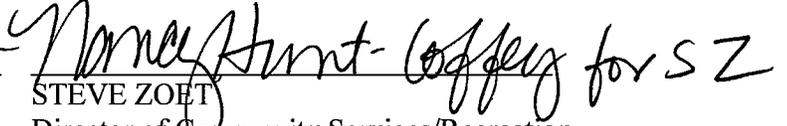
CHRIS FABIAN
Chief Financial Officer/Chief Operations Officer

APPROVED AS TO FORM:

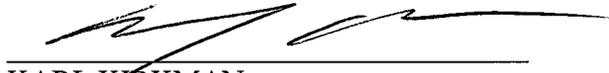


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEVE ZOET
Director of Community Services/Recreation
and Parks



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

GENERAL

The Greystone Estate (or "Show House") is located at 501 Doheny Rd., Beverly Hills, CA 90210, and will be open to the public from November 2, 2011 through November 20, 2011 and closed to the public on November 7 & 14, 2011 for the "Maison de Luxe 2011" (collectively the "Event").

SPONSORSHIP DETAILS

1. CONSULTANT shall develop the logo concept and design for the Event promotional materials (listed below in item 2) which is subject to the approval of CITY and its marketing agency, Greenhouse Marketing Group ("GREENHOUSE).
2. CONSULTANT and CITY shall work together to create the promotional materials, subject to CITY's final approval. CONSULTANT shall be responsible for designing a cover for the Event program and invitation that is satisfactory to CITY. CONSULTANT shall obtain CITY's prior written approval of all other promotional materials it creates before they are finalized. Such promotional materials may include the following:
 - a. Invitation
 - b. Program book
 - c. Ads in local newspapers
 - d. Ads on TV
 - e. Promotional mailings
 - f. Press releases
 - g. Signage at venue
 - h. Banners
 - i. Websites
 - j. E-blasts (social networking)
3. CONSULTANT shall work with CITY and GREENHOUSE to create a prospect list of sponsors, and to pursue these sponsors. CONSULTANT shall have authority to sell exclusive sponsorship in the following categories: Automotive, Bath, Electronics, Finance, Real Estate, Travel, Jewelry, Watch and Fashion. CITY shall have authority to sell exclusive sponsorship in the following category: Paint. Any other categories of exclusive sponsorship must be mutually agreed upon by both CONSULTANT and CITY.
4. CONSULTANT shall work with CITY and GREENHOUSE to solicit sponsors as part of an integrated Sponsorship package. The CITY will provide the following elements to the CONSULTANT integrated Community Sponsorship package valued at \$5,000 in exchange for a payment of \$3,000 to Friends of Greystone (FOG), a 501(c)3 corporation. The sponsorship includes:

- a. A full-page, 4-color ad in the Event book
 - b. A sponsorship logo/credit in all print and collateral media relating to the Event, including invitation, signage, and ads
 - c. A logo and link on the CITY's website and the City will request a logo and link on the FOG website
 - d. 10 tour tickets and 2 preview gala tickets
5. CONSULTANT shall run 2 full page, 4-color promotional ads for the Event nationally in the Summer and Fall Luxe National publications. A portion of each ad will include GREENHOUSE sponsors names or logos at no cost to CITY/FOG. CONSULTANT also agrees to feature the CITY/FOG as Exclusive sponsor(s) by category, as follows::
- a. Sponsorship recognition/logo placement on Luxe Magazine full-page pre-promotion of the Event
 - b. Sponsorship recognition on post-editorial promotion of the Event
 - c. Sponsorship recognition/logo placement on invitation, signage and all promotional materials related to the Event
 - d. Sponsorship recognition on CONSULTANT Website

DESIGNERS/ROOM DESIGN

1. CONSULTANT shall recruit and select regional and national interior and landscape designers to participate in Event. CONSULTANT agrees to secure qualified designers to decorate all of the main rooms on the first and second floor, not including the servant's rooms of the Greystone mansion. Decoration of the kitchen and bathrooms are at the option of CONSULTANT.
2. CONSULTANT will provide an onsite coordinator at CONSULTANT's expense, who is satisfactory to the City. CONSULTANT shall obtain CITY's written approval of the onsite coordinator at least 45 days before the Event.
3. CITY and CONSULTANT shall not be responsible for compensating interior or landscape designers for any part of their participation or expenses in the project. Designers shall pay a \$1,500 fee as agreed by the CITY's Director of Community Services or his designee.
4. CONSULTANT shall assign all spaces to the designers as part of the Event.
5. CONSULTANT shall create a vision and theme for the Show House, which each designer shall be asked to interpret in the design of his or her room.
6. CONSULTANT shall photograph and publish the Show House editorially in the Winter 2012 Edition of Luxe magazine (to run nationally). CONSULTANT shall provide editorial and photographic coverage to those designers which CONSULTANT has recruited and who are participating with the full product sponsorship commitment.

7. CITY will grant to CONSULTANT any exclusive national and local rights possessed by CITY to photograph the Show House and publish the photographs in the select local publications set forth in this paragraph in both print and digital formats. The following non-competing local print promotional partners (magazines, newspapers and online) may publish and promote the Show House for publicity purposes using up to 3 photographs which shall be supplied by CONSULTANT to the local promotional partners. Non-competing local print promotional partners shall include: Beverly Hills Courier; Beverly Hills Weekly; Los Angeles Times; Los Angeles Magazine; Angeleno Magazine; and Westways. Other non-competing local publications may be selected as a print promotional partner by mutual agreement of the parties. Such agreement shall not be unreasonably withheld by either party.
8. CONSULTANT shall work with a Design Committee (or "Committee") to be established by CITY to oversee the design flow from room to room to ensure that the Event merits editorial coverage by CONSULTANT in its national publication. CONSULTANT and CITY shall create and mutually agree upon the members of the Design Committee as well as numbers of Committee members.
9. CONSULTANT shall require designers to work with a design and color scheme developed by CONSULTANT. CONSULTANT shall require that designers submit plans, room sketches and color schemes for review and prior approval of CONSULTANT and the Design Committee before implementation.
10. CONSULTANT shall require that all design schemes be submitted with drawings, plans, swatches, etc. for approval by CONSULTANT and the Design Committee before acceptance. CONSULTANT shall not approve or accept any design scheme until the scheme has been reviewed and approved by the Project Administrator of the Department of Public Works of CITY. The Project Administrator shall review the impact of the design scheme on the maintenance of the historic infrastructure of the Greystone Estate and to insure that installation display and removal causes no damage to the infrastructure. There can be no permanent alteration to the space or to any components within the space. Temporary installations, with prior approval of CITY, can be installed if they in no way compromise the historic integrity of the original space as determined by CITY, are approved by CITY in advance, and are removed at the end of the Event. CITY may approve leaving the alteration after the Event. CONSULTANT shall ensure that design schemes abide by the following rules:
 - a. Painting of Spaces: Walls and ceilings of pre-painted spaces can be repainted and, upon prior CITY approval, left in place or returned to its original color/finish at the end of the Event.
 - b. Wall coverings: All wall coverings, unless otherwise approved, shall be removed by the designer at the end of the Event. Installation of the wall covering shall be accomplished with a temporary installation in mind, with low tack adhesives and linings to avoid any damage to the infrastructure.

- c. Paneling: Paneling, woodwork and cabinetry, which is stained and not painted, may be restored to original stained finish with the prior approval of CITY. The process, and a sample and the subcontractors' credentials must be submitted for prior approval of CITY before any work can commence. Any painted paneling, wood work and cabinetry may be repainted or stained with the prior approval of CITY.
 - d. Floors: All existing floors shall remain intact unless restoration or replacement of floors is requested by CONSULTANT. Requests for such restoration or replacement of floor coverings must be submitted with the design proposal for the CITY's prior approval.
 - e. Electrical work:
 - i. No electrical work of any nature can be carried out without prior approval of CITY
 - ii. Existing fixtures can be removed on a temporary basis, stored and replaced at the end of the Event.
 - f. Bathrooms and Kitchens:
 - i. Appliances, plumbing fixtures, lighting fixtures and tile and stone surfaces in all of the bath spaces, except for certain areas specified by CITY, are part of the historical infrastructure of the Show House and cannot be altered.
 - ii. In certain cases, upon prior approval of CITY, appliances, plumbing fixtures, countertops, cabinets and tile can be switched out and sponsor products can be used. Whether they shall be permanently installed shall be handled on a case-by-case basis and determined by CITY.
 - g. Exterior spaces: There can be no alterations to existing plantings, exterior architectural elements or hardscapes. Areas specifically designated by CITY may be developed as exterior room sets or with approval as gardens.
11. CONSULTANT will make every effort to accommodate placement for sponsors in the Event.
12. CONSULTANT shall review and approve all in-room credit lists created by designers, to ensure proper representation for sponsors.
13. CITY will provide CONSULTANT one room in Greystone mansion for exhibition. CONSULTANT shall provide a designer for this space and shall not be charged a design fee, if CONSULTANT at its sole option decides to utilize the space.
14. Any alteration approved by CITY will be undertaken by designers at designers' sole expense. Each designer and its contractor shall secure, at its expense, any building permits, inspection approvals (electric, plumbing, etc.), homeowner's associations/cooperative board approvals, Commercial General Liability insurance

coverage having a coverage amount of at least \$2,000,000 Combined Single Limit for each occurrence with CITY named as Additional Insured, and Workers' Compensation insurance with statutory limits as required by law and including Employers' Liability coverage with limits of at least \$250,000 Per Accident for Bodily Injury by Accident, \$500,000 Policy Limit for Bodily Injury Disease, and \$250,000 Per Employee for Bodily Injury by Disease. All workmanship shall be appropriate to the quality and character of the Show House. It is also understood that any/all alteration, including electrical and plumbing, shall be performed by licensed contractors, such contractors to be retained by participating designers at their expense.

15. Designers shall be responsible to execute and deliver any and all permits, authorizations, applications or other documents needed to obtain any permit or license for the opening of the Show House to the public.
16. Upon the expiration of the term, the Show House shall be returned to the CITY in good broom-clean condition and in its original condition except for normal wear and tear. CONSULTANT agrees that all major installations deemed permanent by CITY (i.e. appliances, window treatments, fireplace, fireplace mantles and other exterior enhancements etc.) shall become the property of CITY.
17. CONSULTANT shall submit to CITY all designer contracts prior to execution for CITY's prior approval.
18. CONSULTANT shall require designers to execute an agreement, satisfactory to CITY, assuming responsibility for any damage to Greystone Estate or the Show House caused by the designer and that occurs before, during or after the Event, including during installation and removal. Such damages shall be properly repaired and paid for by the designers.

PROMOTION

1. CONSULTANT shall provide CITY with 2 national full-page, four color promotional ads in the SUMMER AND FALL 2011 issues of CONSULTANT's national network of publications. The promotional ads shall be designed by CONSULTANT and subject to CITY's prior written approval and include Event details and information, list of designers, and sponsor logos.
2. CONSULTANT shall pre-promote the Event online.
3. CONSULTANT shall supply gift bags and magazines for the preview party; final quantity to be determined by CITY.

EXHIBIT A-1

CITY OBLIGATIONS

1. CITY shall list CONSULTANT on all promotional materials as the Title Sponsor and exclusive international and national magazine sponsor of the Event, including the preview party and all events associated with the Event. CONSULTANT shall be listed on such promotional materials as follows: "Luxe Interiors + Design Presents Maison de Luxe 2011 at Historic Greystone Estate, Beverly Hills".
2. Should a sponsor or designer desire to produce and restore a specified historical space such as the screening room, CITY and FOG will consider pursuing underwriting opportunities for a portion of the restoration cost.
3. CITY shall provide CONSULTANT the opportunity to host private parties at the Show House with no charge for use of the space. CONSULTANT is responsible for any expenses incurred as a result of the party, including but not limited to A/V, tent, valet parking, rentals, including Park Ranger fees. The number of private parties is to be mutually agreed upon in writing.
4. CITY shall provide CONSULTANT a full-page ad in Designers' Show House program at no cost.
5. CITY shall provide CONSULTANT with 200 tour tickets and 40 preview party tickets at no cost.
6. CITY shall provide CONSULTANT sponsors with logo placement on the preview party invitation.
7. CITY shall allow CONSULTANT to display signage in or around designers' spaces at the Event crediting CONSULTANT's partners or sponsors. Such signage shall be subject to CITY's prior approval.
8. CITY shall provide at least two park rangers at the Event site during business hours. CITY shall provide one overnight security guard for the duration of the Event.
9. CITY/FOG will provide volunteers to staff Event, check-in, and set-up to CITY's satisfaction.
10. CITY will administer and collect all funds from all Event (Gala/House Tours/Lectures) ticket sales (Gala, \$35 house tour tickets and the \$50 tour and designer lecture series tickets). Any sponsorships, designer fees and ads sold by Greenhouse Marketing, on behalf of the CITY/FOG with the support of CITY staff, will be administered, billed and collected by GREENHOUSE.

11. CITY will coordinate and schedule cleaning of the Greystone Mansion interior prior to designer installations and during the Event, including black-out Mondays. Cleaning includes sweeping, cleaning of windows, mopping floors, and restrooms. Each designer shall be responsible for keeping their design space in a clean, neat and presentable condition.
13. CITY represents and warrants that it will have at all times applicable under this Agreement unrestricted right of possession and access to the Show House, and the right to grant the permissions and licenses included in this Agreement.
14. CITY hereby permits and licenses CONSULTANT to photograph the Show House at reasonable times before, during or after the work of the interior designers has commenced, but before the conclusion of the Event, and to publish such photographs in any and all media now known or hereafter invented in perpetuity throughout the universe for any commercial, trade, promotional or editorial purpose. CONSULTANT expects to photograph the home and surrounds for three days on October 24, 25, and 26, 2011.

EXHIBIT B

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.
ADDRESS

C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N DATE	B.I.	LIMITS 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 <input type="checkbox"/>					

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: _____

RM02.DOC REVISED 10/14/96.