AGENDA REPORT

Meeting Date: September 23, 2014

Item Number: E-14

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer MPC

Tristan Malabanan, Civil Engineer

Subject: AN ENCROACHMENT PERMIT AND COVENANT WITH HOUSE OF BIJAN, LESSEE OF THE PROPERTY LOCATED AT 420 NORTH RODEO DRIVE, BEVERLY HILLS, TO ENCROACH INTO THE PUBLIC RIGHT-OF-WAY ON RODEO DRIVE

Attachments:
1. City of Beverly Hills Encroachment Permit and Covenant
2. Rendering of Sidewalk Plaques

RECOMMENDATION

Staff recommends that the City Council move to approve an encroachment permit and covenant with House of Bijan to allow encroachment into the public right-of-way at 420 N. Rodeo Drive.

INTRODUCTION

At the April 1, 2014 City Council study session, staff presented a request by The House of Bijan to modify the sidewalk and a parking meter located in the public right-of-way at 420 N. Rodeo Drive. The City Council supported bringing the proposal forward with the caveat that should the House of Bijan leave the City, the sidewalk and the parking meter shall be returned to their original condition.

DISCUSSION

The encroachment permit and covenant with House of Bijan will allow them to install seven (7) precast concrete plaques as detailed in Exhibit C of the encroachment permit and covenant. The City will allow the painting of the adjacent parking meter housing; therefore, it will not be part of the encroachment permit and covenant. Encroachment permits require the business or property owner to "Hold Harmless" the City should the private property located in the right-of-way be damaged. Also, an applicant is required to provide insurance to the City to protect the City from claims resulting from a private owner's encroachments placed within the right-of-way.

FISCAL IMPACT

On June 13, 2014, the applicant paid the City of Beverly Hills a fee $7,376.00 for the processing of the permanent encroachment application. There is no other payment associated with the encroachment permit and covenant. Therefore, there is no fiscal impact anticipated.

David Lightner DCL
Approved By

Attachment 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEVERLY HILLS
ENCROACHMENT PERMIT AND COVENANT

FASHION WORLD, INCORPORATED
(dba "HOUSE OF BIJAN")
420 N. Rodeo Drive
Beverly Hills, CA 90210

1. Permit Granted. A revocable encroachment permit is hereby granted pursuant to the provisions of Section 8-3-01 of the Municipal Code to FASHION WORLD, INCORPORATED, a California corporation (dba "House of Bijan") (hereinafter "Permittee") to construct and maintain an encroachment of a plaque within the public right-of-way (hereinafter "Encroachment") adjacent to the real property commonly known as 420 N. Rodeo Drive, Beverly Hills, California, which is leased by Permittee (such leasehold rights being referred to herein as the "Permittee's Property"), and also described in Exhibit "A", attached hereto and incorporated herein by this reference, on or over the sidewalk (hereinafter the "City Property") constituting a portion of City's right-of-way described in Exhibit "B", attached hereto and incorporated herein by this reference, the nature and extent of such Encroachment (and the work in connection therewith to be performed) being described in Exhibit "C". This Permit is issued subject to the conditions contained herein, and by its acceptance of this Permit, Permittee agrees to such conditions.

2. Conditions. This permit is granted subject to the following conditions.

(a) Permits required. Permittee shall obtain any building permits or variances required by the Beverly Hills Municipal Code and the Public Works Engineering Division for any construction on Permittee's Property or any improvements attached thereto that may encroach onto City's Property.

(b) Removal. City, at its sole discretion, may require removal of any and all improvements encroaching onto the City Property at any time upon giving at least thirty (30) days prior written notice, which notice shall be delivered through the United States Mail, addressed to Permittee at the latest address provided to City by Permittee, and then Permittee (or any successors of Permittee) shall remove promptly any and all improvements or structures constructed by Permittee located in, under, on or over the City Property and shall surrender and release to City all possession, use, right, interest and occupation of the City Property without cost to City. Permittee covenants that in the event of Permittee's (or its successor's in interest) failure

to remove such encroaching improvements within thirty days after delivery of such notice by City, that City may remove such Encroachments, and all costs incurred by City in connection with such removal shall be paid by Permittee. Permittee covenants and agrees to indemnify, protect, defend, and hold harmless City, and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect costs of defense, made against, or incurred or suffered by any such indemnitee resulting directly or indirectly from the City's removal of improvements or structures located in, under, on or over the City's Property, or otherwise in connection with reoccupation and repossession of City's Property by City.

(c) Covenant to Maintain. Permittee covenants and agrees to keep and maintain in good condition and repair the improvements within the 12-foot wide public right-of-way. This will include the removal and replacement of the proposed improvements to avoid trip and fall liability caused by displaced or buckling improvements.

(d) Indemnification of City. Permittee shall indemnify, defend, protect, and hold harmless City, and its officers, agents, City Council members, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including, without limitation, attorneys' fees), arising from or in connection with, or caused, by (i) any act, omission or negligence of Permittee or Permittee's contractors, licensees, invitees, agents, servants or employees, wheresoever the same may occur, or (ii) as a result of or arising from the Encroachment of Permittee's improvements onto City's Property and all public ways and other public property adjoining or in close proximity thereto, or City's consent to such Encroachment, or any injury related to the Encroachment, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligations on Permittee's part to be performed under the terms of this instrument, or arising from any negligence of Permittee, or arising from any such claim or any action or proceeding brought thereon, and any claim arising out of the issuance of this Permit; and in case any action or proceeding be brought against City by reason of any such claim, Permittee, upon notice from City, shall defend the same at Permittee's expense by counsel satisfactory to City.

(e) Insurance. (i) Permittee shall procure at Permittee's sole cost and expense and keep in effect from the date of this Permit and at all times until the termination of same by City or during the life of the Encroachment (whichever is longer), Comprehensive General Liability insurance applying to the Encroachment of Permittee's improvements onto City's Property or any part thereof, or any areas adjacent thereto. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Permittee's indemnity obligations under this instrument. Such coverage shall have minimum limits of One Million Dollars ($1,000,000), combined single limit of Two Million Dollars ($2,000,000), in the aggregate. All such policies shall be written so as to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add City as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by City shall be excess insurance only. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; and (ii) including all City Council members and City's and Permittee's employees, agents and

contractors, if any, as additional insureds. All such insurance shall provide for severability of interests or a cross-liability endorsement; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against City. If at any time the amount or coverage of insurance which Permittee is required to carry under this Section is, in City's reasonable judgment, less than the amount or type of insurance coverage reasonably required to adequately protect City, City shall have the right to require Permittee to increase the amount or change the type of insurance coverage required under this Section.

(ii) Permittee shall procure at Permittee's sole cost and expenses, workers compensation insurance as required by law.

(f) Failure to Obtain Insurance. If Permittee shall fail to obtain any insurance required hereunder, City may, at its election, obtain such insurance and Permittee shall upon demand reimburse City for the cost thereof plus a ten percent (10%) handling charge, within five (5) days following demand therefor.

(g) Quality of Insurance. Insurance required hereunder shall be issued by companies holding a "General Policyholders Rating" of at least B+VII or better, as set forth in the most current issue of "Best's Insurance Guide" and authorized to do business in California. Permittee shall deliver to City proof of the insurance coverage required by this Permit on a certificate or certificates of insurance on the form set forth in Exhibit "D", attached hereto and incorporated herein by this reference. City may also require Permittee to deliver certified copies of such policies of insurance upon written request by City. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City. Permittee shall, at least thirty (30) days prior to the expiration of such policies, furnish City with renewals or "binders" thereof. Permittee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Section.

(h) Waiver. Permittee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the City's Property from any cause relating to the Encroachment of Permittee's improvements onto the City's Property, including City's gross negligence. Permittee hereby releases and relieves City, and waives Permittee's entire right of recovery against City, for loss or damage arising out of or incident to the perils insured against under this Section, which perils occur in, on, or about the City's Property, or the portion of City's Property upon which Permittee's improvements encroach, whether due to the negligence of City or Permittee or their agents, employees, contractors and/or invitees. Permittee shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier that the foregoing waiver of subrogation is contained in this instrument.

(i) Compliance with Laws. Permittee covenants that itself, its heirs, successors and assigns, shall comply with all laws, ordinances, regulations and rules of City.

(j) Special Conditions. Permittee, on behalf of itself and on behalf of its successors, heirs and assigns, hereby covenants and agrees as follows:

i. As a material part of the consideration to the City, Permittee, on behalf of itself and on behalf of its successors, heirs and assigns agrees at its sole cost and expense to install and maintain in good repair and clean, safe condition, free of litter, accumulated grime or debris, the surface and substructure that is the subject of this permit.

ii. Upon reasonable notice from the City, not to exceed thirty (30) days, Permittee shall, at its sole cost and expense, temporarily remove sufficient portions of the surface material and supporting base covering the areas which are the subject of this encroachment so that any third person having legal right and requisite authorization from the city to do so, including the City, and franchised utility, any franchised community antenna television company, any contractor operating under a permit issued by the City, may enter into the subsurface of the area covered by the said encroachment for the purpose of installation, operation, maintenance or replacement of any substructure whatsoever. Permittee agrees to provide protection for the surface material and supporting base that is not removed so that normal construction operations may take place. Permittee shall not seek to impose or impose charges upon any third person, the City, or any other agency or person having the legal rights and requisite authorization to perform work in the described encroachment area by reason of damage to any of the surface to the extent the amount of any such charge exceeds what such charge would have been had said encroachment or any part thereof not be located on the described property. Notwithstanding the foregoing, any franchised utility providing services in the city, and the City, may enter into said surface without prior notice if it is necessary to do so in the event of an emergency. An emergency, for the purposes hereof, shall be deemed to be a cessation of utility services for users thereof which would continue for a material period of time, in the event immediate entry into said subsurface was not so made. In the event of such entry without prior notice, Permittee shall not be required to perform any of the work of opening the surface material and supporting base to permit construction operations to take place as is otherwise required of it by this subparagraph b.

iii. Permittee agrees, on behalf of itself and on behalf of its successors, heirs and assigns, that it shall exercise all rights granted and obligations imposed by this permit in such a manner as not in interfere with or damage any underground utility facilities. Should Permittee, or any contractor or subcontractor hired or retained by Permittee or its contractor, interfere with or damage any such underground utility facilities, Permittee agrees to reimburse the franchised utility owning and/or maintaining such underground utility facilities the reasonable amount of any damages sustained by such underground utility.

iv. Permittee, at its sole cost and expense, shall at all times maintain the base and surface materials in a safe and aesthetic condition, and shall replace

and repair any damage to base or surface materials caused by any source whatsoever, including the natural growth of tree roots causing surface disruption. Upon Permittee's failure to repair and maintain to the satisfaction of City, City shall give written notice of necessary repairs and maintenance to Permittee, and Permittee shall complete such repairs and maintenance within fifteen (15) days of the date of said notice at Permittee's sole cost and expense.

v. In the event of any deterioration or undue wear of the surface materials, Permittee shall replace such surface with City approved material determined safe and customary for pedestrians, beginning thirty (30) days after notice by the City and completing such work within one hundred and twenty (120) days after notice from the City at is sole cost and expense.

vi. Permittee understands and agrees, on behalf of itself and on behalf of its successors, heirs and assigns, that Permittee will not seek to impose or impose charges upon the City, utilities or any other third person having the legal right and authorization to perform work in the encroachment area by reason of excavation or work made necessary by lack of accurate information as to location of substructures. Permittee understands and hereby acknowledges that many substructures are not of accurate record and exploratory excavation is frequently required incident to the work of operation, maintenance, installation, replacement or repair of any substructure.

vii. Permittee acknowledges that the encroachment area is public right-of-way, the use of which by those entitled thereto is not altered by said encroachment, and agrees not to interfere with normal established procedures for issuance of construction permits or direct maintenance activities required for any structure in the encroachment area.

viii. Permittee agrees to retain a registered professional Civil Engineer to thoroughly review all structures and proposed future structures in the encroachment area with all applicable departments of the City, utilities, or others whose activities or structures may affect the area prior to completing plans for installation thereof shall be submitted to the applicable department of the City for approval.

ix. Permittee agrees to maintain an adequate stock of matching surface material for replacement as required.

x. Permittee shall utilize a marking or identification system in the construction of said encroachment and shall advise the applicable departments of the City of such system, so that Permittee and the City can identify on the ground the boundary line between the property under which said encroachment is constructed and the property of Permittee which is not subject to said encroachment.

xi. Permittee shall increase the amount of insurance coverage specified in Subsection e under conditions herein at the request of City when City, in its sole and reasonable discretion, determines such amount is no longer adequate to protect City from liability.

3. City's Right of Entry. In the event Permittee shall fail to maintain the improvements constituting the Encroachments onto City's Property in good condition or repair, or if City revokes this Permit as a result of Permittee's failure to furnish City with the insurance required herein, and Permittee fails to remove the portion of Permittee's improvements which encroach upon City's Property, then City shall be entitled to enter onto Permittee's Property and to perform such maintenance or remove such portion of Permittee's Improvements, and Permittee, its successors in interest, heirs, and assigns, shall pay City, upon demand, the reasonable cost of performing such maintenance or removing the improvements.

4. Interest; Legal Action. If any demand for reimbursement payable to City arising hereunder is not paid within thirty (30) days after the due date, the indebtedness shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the legal rate of interest, whichever is less, and City may, at its option, bring an action at law against Permittee to pay the same, and there shall be added to the amount of such indebtedness the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include said interest and reasonable attorneys' fees, together with the costs of action.

5. Covenants Run with Land. The covenants contained herein shall run with the land and shall be a burden or benefit upon Permittee's Property or City's Property, as the case may be, and Permittee shall expressly disclose in writing this Encroachment Permit and Covenant to any assignee of the Lease and cause them to assume it in writing (and shall deliver a copy thereof to City); provided, however, City shall have the right to terminate its consent to the Encroachment described herein at any time as provided in Section 2 hereof. These covenants shall inure to the benefit of and bind, as the case may require, the respective heirs, representatives, successors and assigns of Permittee and City.

6. Entire Agreement. This instrument contains the entire agreement of Permittee and City relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except for a subsequent modification in writing signed by the party to be charged.

7. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs.

8. Acceptance.

(a) The Permittee hereby represents that in consideration of granting of a permit and permission by City to use and occupy the City's Property, or any portion thereof, the undersigned covenants, promises, and agrees with City, for the benefit of City, its public property, to comply with all the terms and conditions set forth in the Permit and any attachments appended thereto.

(b) Whenever the context of this Permit requires the neuter shall include the masculine or feminine, or both, and the singular shall include the plural. It is the intention hereof that this shall constitute a covenant running with the land, jointly and severally binding upon the undersigned and each of its heirs, representatives, successors and assigns.

Executed this _____ day of _____ 2014 in the City of Beverly Hills, California

CITY OF BEVERLY HILLS,
a municipal corporation

_____
LILI BOSSE
Mayor of the City of Beverly Hills

ATTEST:

_____ (Seal)
BYRON POPE
City Clerk

FASHION WORLD, INCORPORATED,
a California corporation

By: _____
Daryoush Mahboubi-Fardi
President

Approved as to form:

Arthur Haltman (BG) for
_____
LAURENCE S. WIENER
City Attorney

Approved as to content:

for JK
_____
JEFF KOLIN
City Manager

_____
MARK CUNEO
City Engineer

_____
KARL KIRKMAN
Risk Manager

State of California)
County of Los Angeles)

On 9/4/2014, before me, Michael Sharafi,
(insert name and title of the officer)

Notary Public, personally appeared Daryoush Makbouhi - Fardi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MICHAEL SHARAFI
Commission # 2013395
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2017

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

PERMITTEE'S PROPERTY
(LEASED BY PERMITTEE)

420 N. Rodeo Drive
Beverly Hills, CA 90210

CITY OF BEVERLY HILLS

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

EXHIBIT "B"

CITY'S PROPERTY (SIDEWALK)

The Rodeo Drive public right of way adjacent to Lot 9 of Block 16 of Beverly Tract, in the City of Beverly Hills as per map recorded in Book 11 Page 94 of Maps, in the Office of the County Recorder of Los Angeles County.

EXHIBIT "C"

DESCRIPTION OF THE TYPE AND EXTENT OF THE ENCROACHMENT (AND DESCRIPTION OF WORK)

ENCROACHMENT AREA:

THOSE PORTIONS OF RODEO DRIVE, 84 FEET WIDE, AS SHOWN ON THE BEVERLY TRACT, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 94, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 9 OF BLOCK 2 OF SAID BEVERLY TRACT; THENCE NORTH 39° 31' 30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 9, 15.00 FEET; THENCE SOUTH 50° 28' 30" WEST 9.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39° 31' 30" EAST, PARALLEL WITH SAID WESTERLY LINE, 12.00 FEET; THENCE SOUTH 50° 28' 30" WEST 2.00 FEET; THENCE NORTH 39° 31' 30" WEST 12.00 FEET; THENCE NORTH 50° 28' 30" EAST 2.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 24 SQUARE FEET.

PARCEL 2

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 10 OF BLOCK 2 OF SAID BEVERLY TRACT; THENCE SOUTH 39° 31' 30" EAST, ALONG THE WESTERLY LINE OF SAID LOT 10, 5.2 FEET; THENCE SOUTH 50° 28' 30" WEST 9.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39° 31' 30" EAST, PARALLEL WITH SAID WESTERLY LINE, 1.75 FEET; THENCE SOUTH 50° 28' 30" WEST 2.00 FEET; THENCE NORTH 39° 31' 30" WEST 1.75 FEET; THENCE NORTH 50° 28' 30" EAST 2.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 SQUARE FEET.

The foregoing parcels 1 and 2 are also shown on the "exhibit map" attached after this page.

NATURE OF ENCROACHMENT/WORK:

- All the lettering and crests will be fused to freshly precast concrete (3500 PSI / natural gray), 24" w x 24" l x 2½" d in dimension.

- Wet saw cut the sidewalk on Rodeo Drive (according to the approved plan) 24" w x 24" l x 8" d.

- Install prefabricated concrete cast with crest and lettering. Base concrete will be 3500 PSI mix with reinforcing bars (#4 rebars / 6 in o.c.)

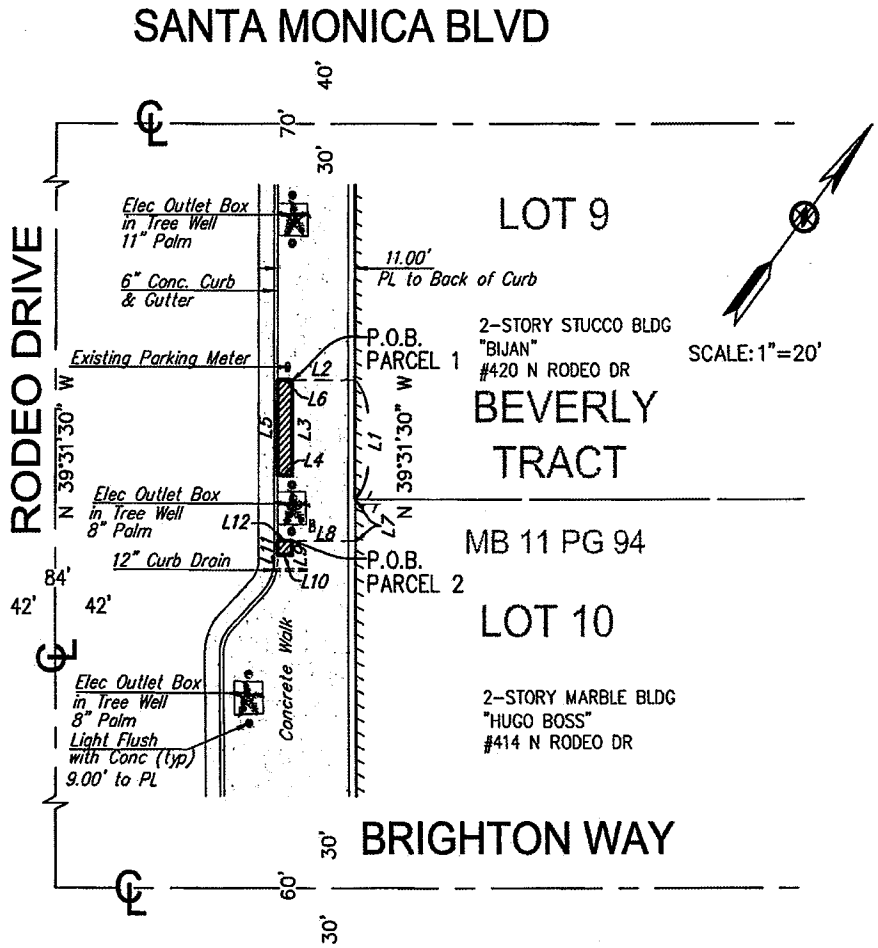
- All equipment and all power tools are light duty. All traffic lanes will remain open.

EXHIBIT MAP FOR LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N39°31'30"W	15.00'
L2	S50°28'30"W	9.00'
L3	N39°31'30"W	12.00'
L4	N50°28'30"E	2.00'
L5	S39°31'30"E	12.00'
L6	S50°28'30"W	2.00'
L7	N39°31'30"W	5.20'
L8	S50°28'30"W	9.00'
L9	N39°31'30"W	1.75'
L10	N50°28'30"E	2.00'
L11	S39°31'30"E	1.75'
L12	S50°28'30"W	2.00'

LEGEND:

- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY
- BUILDING LINE
- CURB DRAIN
- FLOOD LIGHT
- ELECTRICAL PULL BOX
- PARKING METER
- PALM TREE
- NOT TO SCALE
- CONCRETE SURFACE
- PARCEL
- P.O.B. POINT OF BEGINNING



G:\Projects\Survey\LA20813_Rodeo Dr_Bijan\Acad Exhibit\LA20813-EXHIBIT MAP.dwg Date:04/30/14 01:22p

316 W. 2ND STREET, FIFTH FLOOR
LOS ANGELES, CA 90012
213 624 2661 TEL
WWW.MOLLENHAUERGROUP.COM
MOLLENHAUER GROUP
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT MAP
FOR LRGAL DESCRIPTION

PREPARED FOR:
BIJAN

DATE:	APRIL 4, 2014
JOB #	LA20813
DRAWN	MK
CAD	LA20813-EXHIBIT MAP
SCALE	1"= 20'

SHEET 2 OF 2

EXHIBIT "D"

FORM OF CERTIFICATE(S) OF INSURANCE

(Attached.)

DOMIN-2 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Nahai Insurance Services, Inc.
465 S. Beverly Drive, #200
Beverly Hills, CA 90212
Bijan Nahai

CONTACT NAME: Ava R. Duhe'
PHONE (A/C, No, Ext): 310-282-0900 FAX (A/C, No): 310-282-0976
E-MAIL ADDRESS: Ava@nahai.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	18058
INSURER B : National Union Fire Ins Co	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fashion World, Incorporated
dba House of Bijan as the
"Permittee"
9629 Brighton Way, Ste 200
Beverly Hills, CA 90210

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PHPK1114900 TERRORISM INCLUDED	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1114900	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PRMT021397633105350	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 50,000,000 $ 50,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Beverly Hills is hereby named Additional Insured as respects to General Liability as their interest may appear. All policy terms, conditions and exclusions apply.

Covered Location: 420 N. Rodeo Dr., Beverly Hills, CA 90210

CERTIFICATE HOLDER

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nahai

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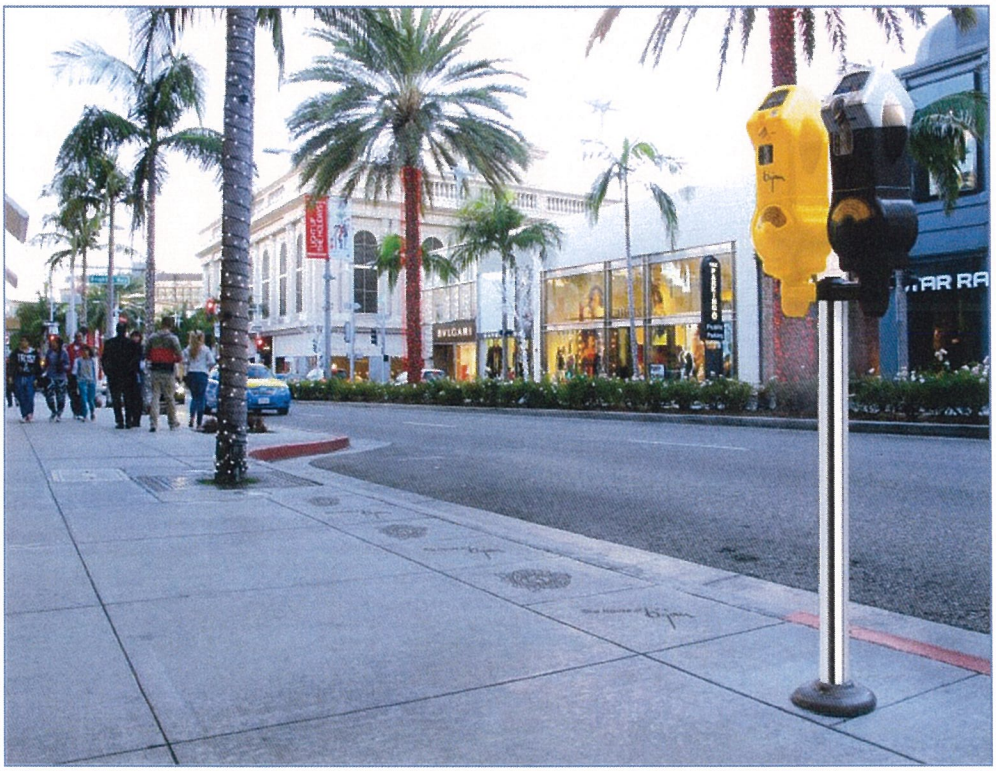
Attachment 2

Attachment 2

EXISTING



PROPOSED