



# CITY OF GARDEN GROVE

## OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

January 8, 2018


J/S Productions  
25252 Earhart Rd.  
Laguna Hills, CA 92653

Attention: Jonathan Shelgosh

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Jonathan Aaron Shelgosh Productions, to provide photography and video production to market and promote the RE: IMAGINE Garden Grove Campaign.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

  
By: Liz Vasquez  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Community Services Department

**Steven R. Jones**  
Mayor

**Phat Bui**  
Mayor Pro Tem - District 4

**Kris Beard**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Stephanie Klopfenstein**  
Council Member - District 5

**Kim Bernice Nguyen**  
Council Member - District 6

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made this 8<sup>th</sup> day of January, 2018, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **JONATHAN AARON SHELGOSH PRODUCTIONS**, a sole proprietorship ("CONSULTANT").

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to provide **photography and video production to market and promote the RE: IMAGINE Garden Grove Campaign.**
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.5.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the tasks specified in CONSULTANT'S Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the fee schedule set forth in CONSULTANT'S Proposal; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed

the total amount of Twenty-Four Thousand, Nine-Hundred and Ninety-Nine Dollars and 00/100 cents (**\$24,999.00**), payable in arrears. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT for work completed.
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

#### 4. **Insurance Requirements**

- 4.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
  - a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

- b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

*If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.*

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
- 6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** Except for licensed work as provided for in CONSULTANT's Proposal, all documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

**J/S productions  
25252 Earhart Rd.  
Laguna Hills, CA 92653  
Attn: Jonathan Shelgosh**

(b) Address of CITY is as follows (with a copy to):

Alana Cheng  
Community & Econ. Dev. Dept.  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS THEREOF**, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"  
CITY OF GARDEN GROVE**

By: [Signature] 1/4/18  
City Manager Dated

ATTEST:

[Signature] 1/5/18  
City Clerk Dated

**"CONSULTANT"  
J/S PRODUCTIONS**

By: [Signature]

Title: Owner

Dated: 1-2-18

Tax I.D.: 81-5177707

APPROVED AS TO FORM:

[Signature] 10-9-17  
City Attorney Dated

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



**EXHIBIT "A"**

j | s  
productions

# jonathan aaron shelgosh productions

## project: Reimagining Garden Grove

---

- objective and vision

We are excited to present you with the following proposals that we feel will help reinvigorate the content that Garden Grove presents to the community, and help rebrand Garden Grove as a vibrant and exciting destination year round. As a local business, our capabilities and facilities will offer a unique advantage in production as well as a cost effective path to success.

The main objective is to create engaging and impactful content that will drive people to visit Garden Grove and inform the community of the entertaining and intriguing events taking place in our city. We look forward to accomplishing this through collaboration with the city of Garden Grove, as well as proper pre-production, thoughtful production and post-production. This will result in high quality projects that will rival that of major cities.

- concepts

One of the main goals will be efficiency. We have structured the concepts in such a way that most of them can be realized with minimal crew and time. This will help keep the projects in scope and delivered in a timely manner. The formula we feel will lead us to success in a cost effective manner is-


- inception of concept.
- acquisition of footage.
- editing of content.
- delivery of product.

Our primary focus is to provide you with the best value possible. Our production costs become more efficient with quantity. Below you will find three proposals.

1. Create a 60 second highlight video for downtown main street, showcasing the vibrant restaurant and bar scene. The video will feature 4 young multi-cultural adults in downtown Garden Grove, enjoying a night on the town. Motion and Still Photography Included. Our billing here includes talent and casting. The final cost of this concept will be \$8000.00 from inception to delivery.

2. Create 20 projects throughout the year. One of the steps we envision in the process is looking at the calendar year and deciding on which holidays or events we would like to turn into projects, then use the remaining number of videos to develop an impactful video and photo tour of Garden Grove, highlighting individual businesses and areas. During the course of production we would also be creating a catalog of content that could be accessed for future projects and ads. The final cost will be \$100,000.00 from inception to delivery. This excludes talent, which will be driven on project necessity. The approximate cost for each individual production here is \$5000.00

3. Create 50 projects throughout the year. Again, one of the steps we envision in the process is looking at the calendar year and deciding which holidays and events we would like to turn into projects, using the remaining number of videos to create impactful content year round. The final cost for this concept would be \$200,000.00 This excludes talent, which will be driven on project necessity. The approximate cost for each production here is \$4000.00.

 4. Create 6 projects. Each project will include a 60 sec video, approximately 20 photos and three 6 sec boomerang shorts. The cost of each project in this package is approximately \$4000.00 with the total cost estimated at \$24,999.00 This excludes the cost of talent , which will be driven on project necessity.

---

jonathan aaron shelgosh productions

project: Reimagining Garden Grove

---

### GEAR LIST

Item	Description
Sony A7sii	35mm Full Frame Camera 4k
Canon 5Ds	35mm Full Frame Camera 50 mp
Sony A7	35mm Full Frame Camera
DJI Osmo	4k camera gimble
Lens Kit	Canon 24-70 f/2.8 L, Canon 70-200 f/2.8 IS USM II, Sigma 50mm f/1.4 ART, Sony 28mm f/2.0 Sony 35mm f/1.8 Sony 24-240mm 3.5-5.6 / Cinema Lenses I 14mm f/3.5, 50mm t/1.5, 85mm t/1.5
Stabilizers	Zhiyun & Ronin
Light kit	9 continuous lights, 8 camera flashes
Hardware	2 Macbook Pro's, 1 Mac Pro, 2 4K monitors,
Software	Adobe Creative Suite, Red Giant Suite, Final Cut Pro, Video CoPilot plugins, Audioblocks music library, VSCO.
Audio	5 lavalier mics, 2 shotgun mics, external audio recorder
Drone	DJI Mavic Pro

Sincerely yours,

Jonathan Aaron Shelgosh

j|s  
productions

**Estimate**

**Tyler Jo Gaines**  
949.813.5969

Tyler@tylerjogaines.com  
TYLERJOGAINES.COM

**Alena Cheng**  
City of Garden Grove  
alanac@ci.garden-grove.ca.us

**No. 2000**  
**Date: October 5, 2017**

JOB NAME

**City of Garden Grove - Re:Imagine Garden Grove Project I**

JOB DESCRIPTION

**Photography and Video Production**

**6 Individual Projects for the City of Garden Grove**

Included in each project:

One 60 Second Spotlight

3 Small 6 Second Boomerang/Social Media Pieces

Supplementary Skills for each project (Approximately 20 per project)

Talent will be an additional fee, depending on project.

USAGE LICENSE

This license is strictly limited to the terms and conditions below, and governed by the Copyright laws of the United States, as specified in Title 17 of the United States Code:

Licensee: City of Garden Grove

Licensors: Tyler Jo Gaines & Jonathan Aaron Shelghosh

Credit: Jonathan Aaron Shelghosh & Tyler Jo Gaines

Date: 2017-10-05

Duration: Perpetual

Quantity: < 25

Exclusivity: Non-Exclusive

Region: The United States & Canada

Media: Advertising All Print Publications, Advertising Direct Mail, Advertising Print Magazine, Corporate In House Promotion, Editorial All Print Publications, Editorial Print Magazine, Editorial Print Newspaper, Editorial Textbook Illustration, Internet E-mail campaign, Internet Home/Landing Page, Internet Web Banner Advertising, Public Relations Use

ESTIMATE TERMS

Estimate is valid for 14 days from the date of issue. A purchase order or signed estimate and 50% of the estimate total is due upon booking. Job cancellation within 72 hours = 25% of fees, plus all incurred expenses. Job cancellation within 48 hours = 50% of fees, plus all incurred expenses. Job cancellation within 24 hours = 100% of fees, plus all incurred expenses. Final billing will reflect actual expenses. All rights not specifically granted in writing, including copyright, remain the exclusive property of Tyler Jo Gaines & Jonathan Aaron Shelghosh.

**Fees**

Project Fee @ 24,999.00

Fees Total 24,999.00

Sub Total 24,999.00  
Total (USD) 24,999.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2017

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA		PHONE (A/C. No. Ext): (888) 202-3007	
520 Madison Avenue		FAX (A/C. No.):	
32nd Floor		E-MAIL ADDRESS: contact@hiscox.com	
New York, NY 10022		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Hiscox Insurance Company Inc	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>		<b>NAIC #</b>	
Tyler Jo Gaines		10200	
25252 Earhart Rd			
Laguna Hills CA 92653			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		UDC-2078492-BOP-17	10/05/2017	10/05/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CGL is on BOP Form						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ S/T Each Occ.
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Garden Grove is listed as additional insured.

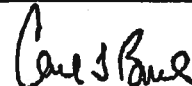
**CERTIFICATE HOLDER**

City of Garden Grove  
11222 Acacia Pkwy  
Garden Grove, CA 92840

**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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2017

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).

<b>PRODUCER</b> Markita + Caleb Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022 <i>Hiscox small business Insurance</i>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc <i>AXI</i> NAIC # 10200 INSURER B: INSURER C: <i>Contact@hiscox.com</i> INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Tyler Jo Gaines 25252 Earhart Rd Laguna Hills, CA 92653 <i>949-813-5969</i> <i>Tyler Jo Gaines</i> <i>Tyler@tylerjogaines.com</i>		

**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	ADD'L SUBR INSP WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	UDC-2078492-BOP-17	10/05/2017	10/05/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<i>Revised and approved as to insurance language and/or requirements.</i> <i>Heidi M. Gray</i> <i>Risk Management</i> <i>10-24-17</i> <i>* For this agreement only.</i>						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Garden Grove is added as an additional insured on the Commercial General Liability policy in the BOP form. The coverage is subject to the policy terms and conditions. The Hiscox Business Owners Policy UDC- 2078492-BOP-17 is primary subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Garden Grove Attn Risk Management  
 11222 Acacia Parkway  
 Garden Grove CA 92840

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

*Caleb*

© 1988-2014 ACORD CORPORATION. All rights reserved.



GET THE RIGHT INSURANCE, RIGHT NOW

## Your Insurance documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 888-202-3007 (Mon-Fri, 8am-10pm EST).

### Your insurance documents

#### **Declarations Page**

This contains specific policy information, such as the limits and deductibles you have selected.

#### **Policy Wording**

This details the terms and conditions of your coverage, subject to policy endorsements.

#### **Endorsements**

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

#### **Notices**

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

#### **Application Summary**

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

### Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available so we can handle your call quickly.

**Email:** [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)

**Phone:** 866-424-8508

**Mail:** Attn: Direct Claims  
Hiscox  
520 Madison Avenue - 32nd Floor  
New York, NY, 10022





GET THE RIGHT INSURANCE, RIGHT NOW

---

# Policy Wording

#### G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

#### H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.
2. Business Liability Coverage is excess over:
  - a. Any other insurance that insures for direct physical loss or damage; or
  - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### I. Premiums

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - a. Paid to us prior to the anniversary date; and
  - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

#### J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

 10-25-11

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Search

Heidi Janz

Mail    Contacts    Calendar    Tasks    Briefcase    Preferences    Search    Re: Imagine GG

Close    Reply    Reply to All    Forward    Archive    Delete    Spam          Actions



**Re: Imagine GG promotional video/stills proposal**

From: Jonathan Shelgosh

To: Alana Cheng    Tyler Gaines

Cc: Heidi Janz

AT&T 4G

5:51 PM

79%

Done       servicing5.progressive.com

**INSURANCE IDENTIFICATION CARD - California**

**Policy Number:** 61933442

**NAIC Number:** 10192

**Effective Date:** 06/29/2017

**Expiration Date:** 12/29/2017

**Insurer:** Progressive Select Ins Co 1-800-776-4737

PO Box 31260 Tampa, FL 33631

**Named Insured(s):**

Jonathan A Shelgosh

*Handwritten:* 10-24-17

ATTACHMENT " \_\_\_\_ "

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind** Tyler Jo Gaines Photography

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_



PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

Tyler Jo Gaines

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

Photographer

COMPANY NAME: Tyler Jo Gaines Photography

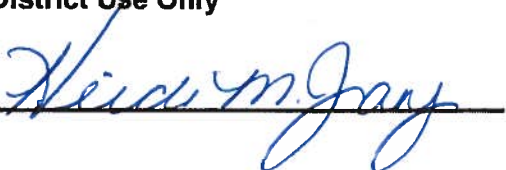
DATE: 10/23/17

**NOTE:** This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!**

**City/Agency/Sanitary District Use Only**

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_



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

10-24-17



Hiscox Insurance Company Inc.

Policy Number: UDC-2078492-BOP-17  
Named Insured: Tyler Jo Gaines  
Endorsement Number: 1  
Endorsement Effective: October 05, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED –LESSORS OF PREMISES,  
CLIENTS**

**BUSINESSOWNERS COVERAGE FORM**

A. The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

3. If you have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this insurance, the following persons or organizations are added to this policy as additional insureds:

a. Any person or organization from whom you lease any premises, but only with respect to liability arising out the ownership, maintenance, or use of that part of the premises leased to you.

However, this insurance does not apply to any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

A person or organization's status as an additional insured under this subsection a. ends when you cease to be a tenant in the premises.

b. Any person or organization for whom you are performing operations, but only with respect to liability arising out of:

(1) Your acts or omissions or of those acting on your behalf; and

(2) The performance of your ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection b. ends when your operations for that additional insured are completed.

Reviewed and approved as to insurance language  
and requirements

*Neida M. Jay*  
FSA Management  
10-25-17