



FIRST CONGREGATIONAL CHURCH
of Los Angeles

EXHIBIT C: Vendor Rules and Guidelines Agreement

PLEASE READ CAREFULLY

**AUTHORIZED SIGNATURE is Responsible to Relay & Enforce
ALL Staff Abide, Adhere & Respect ALL Rules & Guidelines Below**

PLEASE INITIAL EACH PAGE in the Lower Right Corner

EVENT DATE: _____ **Pre-Approved ARRIVAL TIME:** _____

VENDOR NAME _____ **TOTAL # OF STAFF** _____

EVENT TITLE: _____

SPECIFIED TIMES FOR SETUP, DELIVERIES, PICKUPS, AND BREAKDOWN:

In consideration for First Congregational Church of Los Angeles (“FCCLA”) permitting the above named vendor (“Vendor”) to provide services to the above named clients (“Client”) for the above named event at the date set forth above (“Event”) on FCCLA’s premises, Vendor agrees to abide by, adhere to, and respect all applicable vendor rules and guidelines contained in this Vendor Rules and Guidelines Agreement (“Agreement”).

A. LIABILITY INSURANCE.

1. Vendor agrees, at its sole expense, to procure and maintain at all times during Vendor’s provision of services related to the Event, the following insurance with minimum limits equal to the amount indicated below. All insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to FCCLA. The Vendor’s provision of insurance coverage and limits required by this Agreement shall not limit Vendor’s liability in any way:

- a) **Commercial General Liability.** Commercial General Liability Insurance that shall protect the Vendor and FCCLA from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of this Agreement or Vendor’s provision of services related to the Event. Vendor shall maintain such Commercial General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and annual aggregate of at least two million dollars (\$2,000,000.00). Vendor agrees to provide the following Endorsements, FCCLA’s receipt of which shall be a condition precedent to the effectiveness of this Agreement:



1. Endorsement written on form CG 20 05 or equivalent on which First Congregational Church of Los Angeles, 540 S. Commonwealth Ave., Los Angeles, CA. 90020 is indicated as "additional insured" for the Event Date as set forth above;
 2. Endorsement stating that Vendor's Commercial General Liability Policy shall be primary and FCCLA's insurance shall be noncontributory;
 3. Endorsement waiving any right to subrogation against any of the named additional insureds.
- b) **Automobile Liability Insurance.** Automobile Liability Insurance that shall protect Vendor and FCCLA from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of this Agreement or Vendor's provision of services related to the Event. Vendor shall maintain such Automobile Liability Insurance that provides not less than five hundred thousand dollars (\$500,000.00) per occurrence applicable to all owned, non-owned, and hired vehicles.
- c) **Workers' Compensation Insurance.** In accordance with provisions of Section 3700 of the California Labor Code, Vendor shall be required to secure workers' compensation coverage for its employees in the amount required by law.
2. **Endorsements & Certificates.** Vendor shall provide FCCLA with the above referenced Endorsements and Certificates of Insurance evidencing the above coverages and limits no less than four (4) weeks prior to the Event and shall specify that insurers or Vendor will give FCCLA thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to FCCLA, its Trustees, Church Council members, Board of Deacons, officers, employees, agents, volunteers, and directors and shall apply separately to each.
 3. **Vendor Solely Obligated For Payment.** Vendor is solely responsible for the payment of premiums, deductibles, or self-insurance retentions. Any deductibles or self-insured retentions must be declared to and approved by FCCLA. At FCCLA's option, Vendor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

B. COMPLIANCE WITH LICENSES AND PERMIT REQUIREMENTS AND APPLICABLE LAW.

Vendor represents and warrants that Vendor and its employees and contract personnel will comply with all federal, state, and local laws and obtain all licenses, business permits, and certificates required to carry out this Agreement. Vendor further agrees to abide by and enforce all applicable Federal, state and local laws, statutes, regulations, mandates, ordinances, and other requirements, including but not limited to, those involving infectious disease such as COVID-19 or any variant thereof, and applicable FCCLA rules,



policies, and procedures, including but not limited to, those involving infectious disease such as COVID-19 or any variant thereof.

- C. PAYMENT FOR VENDOR SERVICES.** Vendor acknowledges and agrees that FCCLA is not responsible for and has no obligation to pay Vendor for any portion of fees, charges, or other amounts due to Vendor for Vendor's provision of services for the Event. Vendor acknowledges and agrees that any dispute over payment or nonpayment of such fees, charges, or other amounts due will be between the Vendor and Client and will not involve FCCLA.
- D. OVERTIME CHARGES FOR SETUP, DELIVERIES, PICKUPS, BREAKDOWN.** All set up, breakdown, deliveries, and pick-ups must be done within the specified time block set forth above or be approved in writing in advance by a FCCLA Venue Supervisor. FCCLA assumes no responsibility for loss or damage to Vendor's equipment, personal property, or rental materials arising out of or relating to Vendor's provision of services for the Event.
- E. MOVING FURNITURE, POTTED PLANTS, LIGHT FIXTURES.** Vendor agrees not to move, drag, or remove any furniture or potted plants from their original location or room and not to hang anything from light fixtures. Vendor acknowledges that any damage caused by Vendor or Vendor's personnel done to FCCLA property, equipment, items, facilities, or grounds will be billed to Client.
- F. SMOKING, VAPING, ALCOHOL, & DRUG PROHIBITION.** Vendor and Vendor's personnel are strictly prohibited from smoking or vaping on FCCLA's premises before, during, and after the Event, and are only permitted to smoke or vape off of FCCLA premises outside of the main front gate. Vendor and Vendor's personnel are strictly prohibited from consuming alcohol or illegal drugs on FCCLA's premises before, during, and after the Event. If Vendor or Vendor's personnel are found smoking, vaping, taking drugs, or consuming alcohol on FCCLA's premises before, during, or after the Event, the Venue Supervisor or any employee, volunteer, or representative of FCCLA may direct the Vendor to leave the FCCLA premises immediately.
- G. INSPECTION OF PREMISES.** Vendor agrees that it has had an opportunity to inspect FCCLA premises, accepts FCCLA premises in their present condition, and stipulates that FCCLA premises are in clean, safe, and usable condition. Vendor accepts FCCLA premises "as is" and assumes all risks of any condition of FCCLA premises, whether visible or not. The Parties agree that FCCLA makes no representation or warranties as to the repair or condition of FCCLA premises, and Vendor takes such premises as is. The Parties further agree that it shall be the Vendor's, not FCCLA's, obligation to assure that the FCCLA premises are in proper and safe condition to be used for the purposes anticipated herein; that it shall be the Vendor's obligation and duty, not FCCLA's, to inspect such property and facilities before they are used and to take affirmative steps, or where necessary to warn, in order to prevent injury to person or property and in the event such injury does occur, any claim arising there from shall trigger the indemnity and defense obligations set forth in this Agreement.



FIRST CONGREGATIONAL CHURCH
of Los Angeles

- H. RELEASE OF LIABILITY.** Vendor voluntarily releases, discharges, waives, and relinquishes all claims against FCCLA and its Trustees, Church Council members, Board of Deacons, officers, employees, agents, volunteers, and directors (“Released Parties”), which are in any way related to the Event and to Vendor’s provision of services for the Event, except to the extent caused by the gross negligence or willful misconduct of FCCLA. EXCEPT AS PROVIDED IN THIS PARAGRAPH, THE RELEASED PARTIES SHALL HAVE NO MONETARY LIABILITY TO VENDOR BY REASON OF ANY ACT OR OMISSION OF THE RELEASED PARTIES OR IN ANY WAY RELATED TO THE EVENT OR VENDOR’S PROVISION OF SERVICES TO THE EVENT. This Paragraph shall survive the expiration or termination of this Agreement.
- I. INDEMNITY.** To the fullest extent provided by law, Vendor agrees to indemnify, defend (with legal counsel acceptable to FCCLA) and hold harmless FCCLA for any and all demands, damages, losses, claims, liens, injuries, causes of action, and expenses of any nature whatsoever, including reasonable attorneys’ fees and costs, asserted against FCCLA or any of its Trustees, Church Council members, Board of Deacons, officers, employees, agents, volunteers, and directors arising from or related to this Agreement, or related to Vendor’s provision of services for the Event, except to the extent caused by the gross negligence or willful misconduct of FCCLA. The indemnity set forth in this Paragraph shall survive the expiration or termination of this Agreement.
- J. FAILURE TO COMPLY WITH THESE RULES.** In the event Vendor fails to indemnify FCCLA in accordance with Paragraph H or otherwise breaches this Agreement, FCCLA shall be entitled to recover all legal fees, costs and other expenses incurred in securing performance or incurred as a consequence of non-performance.
- K. LOADING DOCK INSTRUCTIONS FOR INDOOR RECEPTIONS.** Load-In/Out area for the Barnum Room and Stuart Hall is located on the backside of the building on Hoover St. All Vendors must first check into the Main Security Booth with the Security Guard at 540 South Commonwealth Ave. Guard will have a FCCLA Representative meet Vendor at the Hoover Gate. Gates/Entry are only accessible during the specified time periods set forth above.
- L. PHOTOGRAPHY / VIDEOGRAPHY RULES.**
- The use of flash photography during the ceremony portion of the Event must be approved in advance by the Venue Supervisor, except that Vendor may use flash photography for processional, recessional, and posed photos in the Sanctuary or Shatto Chapel.
 - Walking through or around the Altar/Chancel area is strictly prohibited. Vendor may stand at either side of the choir pews. The Venue Supervisor will provide instructions regarding special placement of a video or photo tripod, if needed.



- Additional electrical lighting/outlets are strictly prohibited in the Sanctuary and Shatto Chapel unless Vendor obtains advance permission from the Venue Supervisor. If Vendors wishes to use lights, Vendor must obtain advance approval of light placement and use from the Venue Supervisor.
- **DRONES ARE FORBIDDEN TO BE USED ANYWHERE DIRECTLY OVER, ABOVE, OR ON THE FCCLA PREMISES.**

M. DÉCOR / FLORAL RULES.

- All flowers and decorations **MUST BE** installed and removed within the specified time block set forth above. FCCLA premises must be free of trash and debris. **ALL** areas of FCCLA premises must be left as they were found.
- No flower petals except for white flower petals, regardless of whether fresh or fake, may be used for the Event. Vendor must clean up all flower petals that drop on the floor or on other surfaces.
- Balloons, birdseed, confetti, glitter (in fabric or aisle runner), and bubbles are not allowed on the FCCLA premises.
- Vendor may install an aisle runner/carpet, (the aisle is 117 Feet), but must also remove any aisle runner/carpet installed. Vendor may only use clear packing tape; double sided tape works best. If the Vendor does not have proper tape, Venue Supervisor may provide a roll of tape, which shall be charged to Client.
- Pew decorations may be hung with pew clips provided by the florist, but no staples, tacks, nails, tapes leaving residue (*e.g.*, Duct tape), or any other adhesives are allowed that would potentially leave a permanent mark or residue. In the Sanctuary, there are 40 pews on each side.
- Candles and open flames of any kind are strictly prohibited in the Sanctuary or Shatto Chapel unless such candles are provided by FCCLA and proper permits, if applicable, are secured. Candles may be used in reception spaces, but flames must be enclosed in a glass votive or globe for safety and for fire prevention.
- Decorations may be placed on the floor along the center aisle, but must be blocked off by ribbon or signage to prevent guests from knocking the decorations over, tripping, or falling.
- Flowers may be placed at the altar, on candelabra stands, and/or unity candle stands as long as no permanent marks or damage is left after the flowers have been removed.



- Flowers must not block the organist’s view of the main Sanctuary door in the organist’s rear view mirror.
- Final placement of flowers, decorations, and props in the Narthex/Lobby, along the aisle, and on the altar is overseen by the FCCLA Venue Supervisor. If flowers, decorations, and props are blocking pathways or deemed unsafe by Venue Supervisor, Venue Supervisor has final authority to move, adjust, or remove flowers, decorations, and /props in Venue Supervisor’s sole and absolute discretion.
- Vendor acknowledges that if Client has specially ordered the 24 pew candles from FCCLA, such pew candles and associated candelabras will be set up and lit only by FCCLA personnel and cannot be lit or moved by Vendor.

N. OUTSIDE CATERING OPTIONAL BUY-OUT RULES.

- Caterer shall have no access to the FCCLA kitchen. FCCLA will provide tables & chairs, 10 x 10 pop-up tents, and/or a specific area as a preparation and work area.
- Caterer is responsible for arranging all rental equipment (e.g., linens, china, glassware, flatware, etc.) as well as hiring appropriate staffing for Event and removing all garbage.
- Caterer must leave all areas they use before, during, and after the Event in the same condition as Caterer found such areas when they arrived.
- Only First Street Cuisine may provide bar service or alcohol of any type or kind, including, but not limited to, alcohol for a toast or full bar service, for the Event.
- Caterers are required to provide seven (7) meals to FCCLA personnel at the Event.

O. COMMUNICATION BEFORE, DURING, AND AFTER EVENT.

We respectfully ask that the Vendor’s Main Contact Person as set forth below be fluent in English or that Vendor provide an individual who can translate for the Vendor’s Main Contact Person and speak to FCCLA staff in English to assist with whatever is needed before, during, and after the Event.

I, the undersigned, affirm that I am an authorized representative of Vendor and I, on behalf of myself and Vendor agree to comply with this Agreement.

Vendor’s Main Contact Person (PLEASE PRINT)

Signature

_____ Contact Number & Email Address (PLEASE PRINT CLEARLY)



Accessing Event:
Protocols and Requirements for Client, Vendors and Event Attendees
As of October 10, 2022

Subject to change with new guidelines issued by the CDC and LA County Department of Health

All individuals accessing the FCCLA property and facilities are required to be **fully vaccinated**.

Client will be responsible for verifying that all individuals requiring access to the Event, including Client staff, performers and their guests, Vendors and their staff, and Event Attendees, (“All Attendees”), have been fully vaccinated. Patron proof of vaccination will be checked and verified by Client’s Staff upon venue entry. Client will be required to sign an affidavit that all attendees have been fully vaccinated. Verification requires the visual inspection of the proof of vaccination matched with government issued ID.

Masks will be recommended/ optional indoors.

Anyone accessing the Event during school hours will be required to show a valid ID at the security gate prior to entry and will be entered into the federal RAPTOR identification system.

RAPTOR is a visitor registration system that enhances school security by reading visitor drivers' licenses, comparing information to a sex offender database, alerting campus administrators if a match is found, then (assuming no match was made) printing a visitor badge that includes a photo.

Client is required to provide a pre-checked list for wedding party, guests, vendors & staff in alphabetical order by last name first, no later than 24 hours prior to scheduled arrival time. List must be emailed to cmccurry@fccla.org, redwards@fccla.org, dolsen@fccla.org, and Centurion@fccla.org .

We Sincerely Thank You in Advance for you Cooperation!

First Congregational Church of Los Angeles, Wedding & Events Department

540 South Commonwealth Avenue, L.A. CA 90020

FCCLA.ORG - (213) 355-5212 - Events@fccla.org