800MAIN Venue Rules

Licensee, its agents, employees, contractors and/or invitees shall abide by all rules and regulations of the Premises, including, without limitation, the following:

1. Invitation

- 1.1 All Events are by invitation only.
- 1.2 The invitation to the Event must be approved in advance by Licensor.
- 1.3 A Microsoft Excel compatible file of staff and guest lists, including last name, first name, number of people in party, and email address, must be provided to Licensor at least 3 hours prior to the Event.
- 1.4 Absolutely no one who is not on the staff or guest lists will be allowed entry.
- 1.5 Invitees must show ID to enter.
- 1.6 Licensor may add to guest list.
- 1.7 The staff of 800MAIN reserves the right, without repercussions, to deny entry to or eject any person(s) from the Premises, particularly anyone appearing to be under the influence of drugs, drunk or being disruptive, offensive or believed to be violating any local, State or Federal law.

2. Insurance

- 2.1. Before commencing any use of the Premises, Licensee and all individuals providing services for the Event, such as vendors, contractors, caterers, performers, artists, musicians, etc., shall furnish to Licensor certificates evidencing that the insurance policies listed below are in full force and effect for the duration of the License Agreement, and that no such insurance may be cancelled without at least thirty (30) days' notice to Licensor.
 - 2.1.1.A broad form commercial general liability policy from an insurance company with an AM Best rating of not less than A-, in an amount not less than Combined Single Limit (CSL) two million dollars (\$2,000,000.00) per occurrence and a general aggregate of five million dollars (\$5,000,000.00). Additional insured certificate holders should read as follows:

James & Melanie Murez and 800MAIN, LLC 800 Main Street Venice, CA 90291

See sample at http://www.800MAIN.com/Docs/InsuranceSample.pdf

- 2.1.2. Workers Compensation Insurance.
- 2.1.3.A host liquor liability policy with limits of not less than two million dollars (\$2,000,000) per occurrence if any alcoholic beverages are brought onto the Premises.
- 2.1.4. Coverage for Artwork and any other specialty items brought onto the Premises.
- 2.2. If Special Event Insurance is purchased, the information described should be as follows:

Event type: (wedding, birthday, private party, business meeting, etc.)

Honorees: (the Licensee, unless it is for someone else)

Venue Name: 800MAIN

Address 1: James & Melanie Murez

Address 2: 800 Main Street, Venice, CA 90291

Named insured: (the Licensee) Event Date: (date of event)

Location: 800 Main Street, Venice, CA 90291

3. Staff

- 3.1. All events require some number of staff personnel to provide security, cleaning, bussing, and possibly bartending, lifeguards, movers, construction and supervision. The Event License Agreement shall stipulate the number of staff persons required.
- 3.2 Licensor shall provide the staff, but Licensee is responsible for all staff fees as defined in the Agreement.
- 3.3 Cleaning/bussing staff
 - 3.3.1 Cleaning/bussing staff must wipe up all spills as quickly as possible. This is a very high priority activity. All cleaning/bussing staff shall carry wipe-up rags at all times during the Event.
 - 3.3.2 Cleaning/bussing staff must tidy and supply the restrooms, dispose of trash, etc. for the duration of the Event.
 - 3.3.3 At least one of the cleaning/bussing staff must be strong enough to carry garbage from the Event areas to the garbage containing site.
- 3.4 If bartenders will be used, they shall be required to submit proof of LEAD (Licensee Education on Alcohol and Drugs) or RBS (Responsible Beverage Service) or STAR (Standardized Training for Alcohol Retailers) training to Licensor prior to the Event.

3.5 Staff is prohibited from consuming alcoholic beverages or illegal substance(s) while on the Premises.

4. Premises

- 4.1 All activities shall be defined by the Event License Agreement.
- 4.2 All property entering the Premises is subject to inspection by Licensor and may be denied entry if said property was not defined in the License Agreement in advance.
- 4.3 Permits: Some events may require permits for which the Licensee is responsible to pay all fees.
 - 4.3.1 Under some conditions, the City of Los Angeles requires 800MAIN to obtain a Special Event Permit. This sort of event would include any assembly which is open to the general public, if a cover charge is being collected, if anything is being sold, or where the use of the space would not be included in the definition of an Artist-In-Residence occupancy. Private weddings, parties, business meetings, luncheons, dinners, photo shoots or gallery gatherings are not typically required to carry such a special event permit.
 - 4.3.2 Fire Marshal: Depending on the nature of the event and the number of attendees, a Fire Marshal may require that a set of floor plans be submitted to their office for approval. In this case, once the plan is approved, no furniture or decorations may be altered from the plan. Should a change be desired, the plan must be resubmitted and a new approval obtained prior to making the modifications.
 - 4.3.3 Alcohol Service: Alcohol service is regulated by the Alcoholic Beverage Control Department of the State of California. 800MAIN is allowed to serve and/or charge for drinks at public events (excluding minors) under two categories of licensing: when a licensed restaurant catering company (as defined by Sec. 24045.12) is used; or when an event is hosted by a non-profit organization, in which case they shall be required to obtain a single use permit Type 57. In either case, beer, wine and/or distilled spirits may only be served under strict State regulations. A cover charge at the entry or anything being sold make the Event a public event and require that this permit be obtained. Any violation is grounds for immediate cancellation or termination of the event. Should this occur, Licensor will not be held responsible nor liable, and Licensee shall not be entitled to any refund of fees already paid, and will be responsible for any additional payments due.
- 4.4 Ingress/Egress: The primary stairways which are centered in the building shall only be used for persons and their personal property such a small hand bag. All larger items, including backpacks or suitcases, MUST enter and exit through the southern stairway(s).
 - 4.4.1 No person(s) shall carry more items up or down the stairs than Licensor determines can be safely handled.
 - 4.4.2 No loading in or out nor set-up or break-down of any furnishings or equipment, including any vendor, exhibitor or performer equipment, may occur during the Event, unless authorized in advance by Licensor.
 - 4.4.3 No persons shall use the sidewalk or driveways in front of the Premises or adjacent public streets, except as a means of ingress or egress or loading or unloading to the Premises. Such use shall be orderly and in accordance with the directional or other signs or guides.
 - 4.4.4 The front sidewalk shall not be used as a smoking area, for parking, or for loitering.
- 4.5 Floor Plans: Licensee shall submit clearly readable, true-to-scale floor plans that specify all activities and uses for the Event, including, but not limited to, furnishings, equipment, art and decorations. Floor plans of the Premises can be found at the following location:

http://www.800MAIN.com/docs/800MAINFloorPlans.pdf

- 4.5.1 Floor plans shall include any Licensor property Licensee desires to use, be rearranged or removed.
- 4.5.2 If the Event shall include any lighting or electrical equipment requirements, such property shall be documented on a separate set of Floor Plans titled "Electrical". Electricity requirements of said devices shall include voltage and current requirements.
- 4.6 Prohibited Materials: The following materials are prohibited from the Premises:
 - 4.6.1 Flammable or combustible fluids or materials including kerosene, gasoline, oil, or grease.
 - 4.6.2 Glitter, confetti, sawdust, sand, gum, wax, sticky candy or similar items.
 - 4.6.3 Candles or any open fire.
 - 4.6.4 Glassware, including beverage containers served to guests. If approved by Licensor, an additional Security Deposit and possibly additional Security staff shall be required.
- 4.7 All ice shall be contained in such a manner as to protect the floors from moisture.
- 4.8 No ice, drinks or other debris may be dumped outside the Premises.
- 4.9 All areas, including the entrances, doors, fixtures and windows shall be maintained in a safe, neat and clean condition.
- 4.10 Cooking shall take place only in areas designated in the approved floor plans.
- 4.11 Licensee, its agents, contractors, vendors and guests shall obtain permission from Licensor prior to using any furnishings, supplies, equipment, etc. belonging to the Premises.

- 4.12 Licensee shall put all trash, refuse and waste materials in the designated trash container(s) outside the structure. Licensee shall ensure that all trash, refuse and waste is stored in neatly wrapped bags so as not to constitute any health or fire hazard or nuisance. Liquid containers, including drinking cups, should be emptied in a sink or basin prior to being placed in the trash bags.
- 4.13 Audio/Visual: Licensee can connect to the house audio or video systems and use Licensor's speakers, mixers, projectors and other equipment, or provide its own system(s). Please refer to the License Agreement for any charges. Licensor is not responsible in any way for any failure of Licensor's equipment to function properly or meet the needs of Licensee. If using Licensor's system, Licensee will be liable for any and all damage caused to Licensor's equipment. The person providing or using the equipment must inform Licensor about the audio-visual requirements and do a site visit at least one day prior to the Event.
- 4.14 No non-water dissolvable liquids and/or solids (including, but not limited to, grease, fat, oil, solvent, dirt, sand, food, vegetables, meats, poultry, fish, etc.) shall be placed in the Premises' sewer and/or storm water plumbing apparatuses.

5. Conduct

- 5.1. No use shall be made of the Premises which would constitute a nuisance or hazard; result in disturbance; cause excessive smoke or odors; or violate, suspend or void any policy defined in paragraph 2 above.
- 5.2. If alcohol will be served, Licensee must provide adequate food to last the duration of the Event. Licensor shall approve of said menu prior to the Event.
 - 5.2.1. Licensee agrees that no one under 21 years of age shall consume alcohol in or around the Premises, and shall indemnify and hold harmless Licensor and Licensor's staff should this occur. In an effort to uphold this law, all such persons shall be visibly identified upon or prior to entry.
- 5.3. No medium shall be utilized which can be heard or experienced outside the Premises without prior consent of Licensor, including, without limitation, flashing lights, public address systems, searchlights, loud speakers, phonographs, radios, movies or television. Licensor shall have the right to prohibit or limit the use of any such equipment.
- 5.4. Noise Limits: The City of Los Angeles has maximum sound limits which may affect the Event. Should LAPD or any other authority with jurisdiction over noise or nuisance ask for the sound or noise to be lowered or turned off, Licensee shall comply immediately with the request or the Event will be terminated. Should this occur, Licensor will not be held responsible nor liable, and Licensee shall not be entitled to any refund of fees already paid, and will be responsible for any additional payments due.
- 5.5. The restrooms and appurtenances thereto shall not be used for any other purpose than those for which they were constructed.
- 5.6. No climbing on furniture, trellises, planters or handrails.
- 5.7. No bicycle, scooter or other vehicle nor any pet or other animal shall be brought into the Premises.

6 Smoking

- 6.1 800MAIN is a smoke free venue.
 - 6.1.1 If needed, designated areas for smoking can be specified by Licensor.
 - 6.1.2 If smoking is allowed, ashtrays must be used, and all ashes and butts must be disposed of properly.

7 Pool

- 7.1 Licensee may not use the pool without Licensor's authorization.
- 7.2 Licensee shall be liable for any contamination of pool water caused by the Event which necessitates excessive cleaning, draining, refilling and/or reheating. Any such pool maintenance services shall be provided by Licensor's contractor of choice and charged to Licensee.
- 7.3 All pool apparatuses, toys, floats, underwater gear or similar equipment must be approved in advance in writing by Licensor.
- 7.4 Los Angeles Certified lifeguard(s) shall be present during all times the pool area is open. The number of attendees at the Event will be used to determine the number of lifeguards required. Licensor will provide the necessary lifeguards, but Licensee is responsible for all lifeguard fees.
- 7.5 Inappropriate behavior in the pool area, including excessive splashing, dunking, running, noise, lack of proper clothing (swim suits), unwanted touching of others, etc., may result in termination of pool use and possibly the Event. Should this occur, Licensor will not be held responsible nor liable, and Licensee shall not be entitled to any refund of fees already paid, and will be responsible for any additional payments due.

8 Children

8.1 Licensee is hereby notified that the Premises are not suitable for children. Licensee shall ensure that parents are responsible for maintaining the conduct and control of their children at all times. If more than three (3) children between the ages of two and ten are in attendance, Licensee shall provide a dedicated babysitter to be present for the full duration of the Event.

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