

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE, FLORIDA**

HIGHWAY 61 ENTERTAINMENT, LLC  
Ventura County, CA

Plaintiff,

v.

CORAL GABLES CINEMATHEQUE, INC.  
Coral Gables, Florida 33134

And

CITY OF CORAL GABLES  
Coral Gables, Florida

Defendants

**COMPLAINT**

**I. INTRODUCTION**

Plaintiff Highway 61 Entertainment, LLC (“HIGHWAY 61”) brings this action against Coral Gables Cinematheque, Inc (CINEMA) operating as “Coral Gables Art Cinema” and the City of Coral Gables (CORAL GABLES) for breach of contract, as well as for tortious interference and other causes of action for illegal cancelation of a theater Rental Agreement contract that was signed and paid for in advance, causing HIGHWAY 61 considerable financial harm, harm to its reputation, and harm to its potential to capitalize and benefit from considerable local and national media who had confirmed RSVP attendance to the canceled event. Agents of CINEMA also disparaged and defamed HIGHWAY 61 and its principal, and lied about the

existence of its Rental Agreement with HIGHWAY 61 in the news media in order to cover up its censorship and breach of contract, and harm HIGHWAY 61's reputation.

## **II. JURISDICTION AND VENUE**

1. This is an action for damages in excess of \$15,000.00 exclusive of interest, costs and attorneys' fees.

2. Venue is proper in Miami-Dade County, Florida, as both defendants reside in this judicial circuit is in Miami-Dade County, Florida.

## **III. PARTIES**

3. Highway 61 Entertainment LLC (HIGHWAY 61) is a California corporation since 2003. It produces, sells, and promotes its popular films and books. HIGHWAY 61 also organizes and promotes events such as press conferences, film screenings and band concerts. Its principle is film director, producer and author Joel Gilbert, who is as nationally known film maker, political commentator and investigative journalist.

4. Coral Gables Art Cinema was launched in 2006 as a partnership between the City of Coral Gables, who owns the building in which the theater is located, and the Coral Gables Cinematheque, Inc., ("CINEMA") a non-profit 501(c)(3) film arts organization.

5. The City of Coral Gables ("CORAL GABLES") is in Miami-Dade County, Florida, and located southwest of Downtown Miami.

## **IV. STANDING**

6. Plaintiff HIGHWAY 61 has standing to bring this action because it has been directly affected, harmed, and victimized by the unlawful conduct complained herein. The injuries are proximately related to the conduct of Defendants, each and every one of them, jointly and severally, and acting in concert.

## V. FACTS

7. On September 16, 2019, HIGHWAY 61 released a book and film of the same name, *The Trayvon Hoax: Unmasking the Witness Fraud that Divided America*. On this date, a press conference and theatrical screening of the film was held at the prestigious National Press Club in Washington DC. The event was advertised by a Newswire press release to thousands of media outlets. The screening at the National Press Club was attended by the public and media, resulting in nationwide media coverage, including One America News Network, Townhall, and many more. The press conference and film were well received, and commentators applauded the film's unimpeachable evidence and investigation that revealed the key witness in the 2013 trial of George Zimmerman, Rachel Jeantel, was an imposter. Film reviews lauded the film as a service to the public and an indictment of the media and the justice system. The film and book versions of *The Trayvon Hoax: Unmasking the Witness Fraud that Divided America* both became available for sale also on September 16, 2019 on Amazon.com and many other outlets, for livestreaming on Vimeo.com, and remain commercial products for sale with high sales and excellent reviews.

8. On November 23, 2019 HIGHWAY 61 president and film director Joel Gilbert ("GILBERT") emailed CINEMA by email writing:

*Your theatre was recommended, and I looked at your website and it does seem ideal. I am interested in renting your theatre from about 11 AM to 3 PM on Thursday, Dec 5. I want to hold a short Q&A for the public and hopefully press, and then screen a 2-hour film. Is this date available and what are the costs?* (though Gilbert soon decided to make it a press only private event by RSVP and press credentials required).

9. On Monday, November 25, CINEMA Operations Manager Elizabeth Dedios ("DEDIOS"), responded to GILBERT by email:

*Hi Joel, Thanks for your interest in renting our venue for your film screening and Q&A. We do have availability on Thursday, Dec 5th for the time you requested but it would be a strict arrival and exit time of 11am - 3pm due to our regularly scheduled programming. 11am - 3pm must include time needed to setup and breakdown the event. The cost for renting the venue is \$225 per hour for a minimum of 2 hours. Do you have licensing rights to screen the film? What format is the film on (DCP, Blu-ray, DVD, etc.)?*

10. Also on November 25, GILBERT responded to DEDIOS:

*11 AM to 3 PM is fine as is the hourly fee. The film was made by my production company, so of course we have the rights. I can provide a digital file to be shown from a laptop, a Blu-ray or DVD. Would you list the event on your website or marquis? What is the capacity?*

11. On November 26, GILBERT called DEDIOS and got answers to the questions from the email the day before. DEDIOS said that CINEMA would not list the event on its website or marquis, that the capacity was 141 people, and that CINEMA preferred a Blu-Ray disc be used with its projection system for best quality. After the call, DEDIOS sent an email to GILBERT that included an attachment of a 2-page Rental Agreement contract, along with a credit card authorization form, and she wrote:

*Attached is the rental agreement. Please review, sign and return to me. A 50% deposit is required to hold the date. This can be paid by check or credit card. I've included a credit card authorization form if you prefer to pay by card. The Cinema requires that all renters provide a certificate of commercial general liability insurance in order for rentals to take place on the premises. Coral Gables Cinemateque, Inc. should be listed as an Additional Insured. I've provided 2 links where you can acquire the insurance but you're welcome to use whichever insurance provider you prefer.*

12. Shortly thereafter also on November 26, GILBERT responded by emailing to DEDIOS the signed and dated CINEMA Rental Agreement (Exhibit 1) and Credit Card authorization form (Exhibit 2), authorizing full payment of \$ 960.30 to his credit card.



13. On November 27, GILBERT emailed DEDIOS a copy of the receipt and certificate of commercial general liability insurance as required by DESIOS (Exhibit 3), naming CINEMA as insured. Also, on November 27, 2012, DEDIOS responded to GILBERT by email:

*Hi Joel, This email is to confirm that we have processed the full payment for your rental on Dec 5th. Thank you! Best, Elizabeth Dedios Operations Manager Coral Gables Art Cinema.*

DEDIOS agreed to provide a podium and 3 microphones for the Q&A Press Conference portion of the event, which she confirmed by email as well. In a follow up call to DEDIOS, she confirmed that because it was a private event, CINEMA would not sell tickets, would not list the event on its website, nor have any staff available other than opening the concessions if desired. GILBERT told DEDIOS was fine with this and told DEDIOS he would arrange for security for the event.

14. With the rental of the Coral Gables Art Cinema signed, paid for, all details agreed and with the venue secured, GILBERT proceeded to prepare for the event by posting announcements on his websites and twitter, purchasing airline tickets from Los Angeles to Fort Lauderdale, booking hotel rooms and car rental for himself and guests, arranging for security, and coordinating press releases and promotion efforts to advertise the event to the media for his private event with a Boca Raton public relations firm. No tickets were sold to the public nor was the public invited. It was promoted as a private press only event, with RSVP and press credentials required.

15. On Monday, December 3, DEDIOS emailed Gilbert requesting that he bring his film on Blu-Ray disc to test on the CINEMA projection system with the projectionist as was mentioned before and as is a customary precaution and practice for film screening events. Gilbert responded by email that he was not yet in town, and they agreed he could come on Wednesday,

December 5 between 1:00-1:15 PM to test the disc on the CINEMA projection system with the projectionist for a few minutes to make sure it worked on the CINEMA system.

16. On Tuesday, December 3, GILBERT and his public relations firm sent out a press release to all Florida and national media and received dozens of email responses and RSVPs from local Florida and national media confirming that they would attend his event, including from CNN, Fox News Channel, Fox TV, CBS-4, NBC, NPR, WPTV, WKMG, WFLA, WPLG, The Sun Sentinel, The Miami Herald, Univision, and many more. Everything was going according to plan.

17. On Wednesday, December 4 at 12:33 PM when GILBERT was in route to CINEMA in his rental car with the Blu-ray disc to test at CINEMA, he received a phone call from DEDIOS in which she stated that CINEMA was canceling the event. GILBERT was in disbelief and demanded to know why. DESIOS would not say why it was canceled. When GILBERT requested to speak to DEDIOS's manager or supervisor, DEDIOS refused his request and hung up. GILBERT called the CINEMA main number and asked for a manager and was put through to Brenda Moe ("MOE"), who identified herself as the CINEMA manager. The CINEMA website lists MOE as "Co-executive Director". GILBERT explained that he was just about to arrive at the theatre to test the Blu-ray with the projectionist as agreed with DEDIOS, and that DEDIOS had just called to say the event was canceled by CINEMA. GILBERT demanded that the event proceed as scheduled per the signed and prepaid Rental Agreement contract. MOE then told GILBERT that the Mayor of the CORAL GABLES had called to complain about and tortuously interfere with the event, and that city council members of CORAL GABLES and CORAL GABLES attorney were demanding the cancelation of the event, and that they were presently in her lobby having made those demands. GILBERT stated to MOE that he had a

signed and prepaid Rental Agreement with CINEMA and that the event could not canceled, and that he would suffer financial and other damages and hold CINEMA responsible if the event didn't proceed, and demanded that MOE proceed with the event. MOE agreed to relay GILBERT's demand to the CORAL GABLES council members and the city attorney who were in her lobby and said she would call GILBERT back in 15 minutes. About fifteen minutes later, MOE called GILBERT back and simply stated that the event had been canceled and she would not discuss it further. GILBERT demanded the name and contact of the CORAL GABLES attorney, but MOE refused, only offering her own email address and said she would forward any email from GILBERT to him. At 1:21 PM, CINEMA tweeted on its official twitter account: *Coral Gables Art Cinema was not aware of all of the details surrounding this event and has made a decision to cancel it.*

18. GILBERT shortly thereafter stopped his car and found an internet connection and emailed MOE as follows:

*Dear Brenda, Thank you for your call, however I am shocked and disappointed to hear of the cancelation of the signed and paid contract for renting your venue tomorrow Dec 5 from 11 AM to 3 PM. My company has gone to substantial effort to organize and arrange to come from California, as well as advertise this event, arrange security, and invite guests. We were never requested for content approval for this event, nor asked for a movie to review, nor told the content was subject to approval, only to come test the Blu-Ray for a few minutes when I was in town. I am now in Coral Cables for this test when now told you are canceling. We think you should not be able to cancel this event. You have not even seen the film by the way! We will suffer substantial financial and other damages if the event does not go ahead as scheduled. Please have your attorney call me immediately to discuss so we can hopefully agree to have the event as scheduled.*

MOE did not respond, and GILBERT did not receive any response from the CORAL GABLES attorney that MOE had promised to forward his email to.

19. GILBERT desperately tried to find an alternate venue to try to redirect his huge media RSVP response in order to save the situation of potential total losses of expenses, media

opportunities, and reputation that would result from the cancelation given that the media had responded and planned to attend his event in such high numbers. GILBERT contacted several hotels including The Hyatt and Four Seasons, and not surprisingly was told it was too short notice to rent a ballroom in less than 24 hours' notice, that ballrooms are all booked typically weeks in advance, and there were likely no ballrooms available anywhere due to the Art Basel event going on in South Florida. Later that evening, GILBERT had no choice but to inform by email all the media that had RSVPed that the event had been canceled by CINEMA, apparently due to some kind of censorship of the film that they had not seen nor reviewed, nor even requested to review, nor required a content censorship review nor prior approval, and due to CORAL GABLES interference with his Rental Agreement as well.

20. The next day, the media began to cover CINEMA's shocking censorship and breach of contract cancelation of the HIGHWAY 61 event. In interviews with local media, MOE began to disseminate wildly different stories to justify CINEMA's breach of contract and cancelation of GILBERT's Rental Agreement and event, including telling various lies to disparage and defame both HIGHWAY 61 and GILBERT.

21. On December 4, 2019, The Miami New Times spoke to MOE and wrote:

*Brenda Moe, the cinema's co-executive director, says someone rented the theater for a private event to show a film. She says people who rent the venue to screen films aren't required to disclose or show theater staff the content of the film beforehand. Moe says staff didn't know all the details about the event and declined to comment about whether there was a contract between the theater and event organizers. "We became aware of the details at the same time as everybody else did, and at that moment we decided to cancel," Moe tells New Times.*

In fact, MOE knew there was a Rental Agreement with HIGHWAY 61 and intentionally withheld this information in her statement, while falsely claiming she did not know the details about the event. In fact, all the details about the event that CINEMA required were in the Rental

Agreement and other details were agreed upon with DEDIOS, including CINEMA providing the theatre, podiums, microphones, and open concessions, with GILBERT renting the theatre and providing a Blu-Ray disc.

22. In the Miami Herald on December 4, 2019, MOE continued to try to falsely spin CINEMA's breach of contract and censorship of Gilbert's film when she was quoted as saying: *"This was not a cancellation of a film. This was a cancellation of a private event. This was a private rental and we were contacted by a private party wanting to rent the cinema. And then a press release was put out by the party and the moment we read that we said we were not aware of the details and canceled the rental."* Here MOE was falsely claiming CINEMA did not know the private event included a film screening by saying "this was not a cancellation of a film". She also again falsely claimed not to be "aware of all details", when in fact all the details were covered in the Rental Agreement, as well as in emails between DEDIOS and GILBERT, such as the podium, microphones, the Blu-Ray disc, and the concessions.

23. On December 5, 2019, MOE continued to falsely spin more lies in the media to defame and disparage HIGHWAY 61 and GILBERT. CBS-4 Miami's Joan Murray spoke to MOE and wrote, *"The theatre's co-executive director (MOE) said Gilbert never had a contract and never told them the title of the film."* In fact, MOE knew that HIGHWAY 61 had a signed Rental Agreement with CINEMA that was paid in full, and that all details had been arranged and worked out in advance. Yet MOE lied to CBS-4, claiming "Gilbert never had a contract" to defame GILBERT and harm his reputation, falsely claiming that an experienced and responsible film director was so irresponsible what he would plan for an event and invite the local and national media to an event without even having a contract for the venue! MOE's comment that Gilbert "never told them the title of the film" falsely implied that somehow GILBERT withheld

the film title to defraud the CINEMA in a shady act, when in fact CINEMA never requested nor did it require any film title approval nor film content approval, which MOE in fact admitted to in other interviews with the media.

24. On December 5, 2019, the South Florida Sun Sentinel's Eileen Kelly wrote an article in which she quoted MOE as saying *"Our understanding was this was just a simple thing and that changed completely once those details were made apparent to us, and we had to make a decision to cancel the rental"*. This was another lie as all details had been worked out between CINEMA and GILBERT prior to the event. MOE again implies that GILBERT withheld "details" from CINEMA which he did not. In the article Eileen Kelly also wrote, *"Moe said once word got out that her venue was set to screen the movie, people blasted the cinema in emails, phone calls and social media. She said that had the screening proceeded as scheduled, there certainly would have been protesters"*. MOE was also quoted saying, *"We are really embarrassed by allowing ourselves to be put in this situation. We never knew the title. We never heard the name George Zimmerman, Trayvon Martin. This has become a huge mess, and we are sorry we are stuck in the middle of it"*. Also according to the article: *Moe said the only thing the theater knew about the booking was that "it was a private screening of a documentary by a guy named Joel"*. In fact, MOE knew the contract was with HIGHWAY 61, and disparaged GILBERT by claiming that they only knew about "a guy named Joel" to imply GILBERT had withheld required information about his event which he did not. Florida Sun Sentinel's Eileen Kelly also wrote: *Moe said the theater "needed to do a better job" understanding clients' needs"*. The article continued: *When asked what she would tell Gilbert had she known ahead of time the title and nature of Gilbert's film, Moe said she would say they don't have the availability. "If he contacted me I would have told him we were full."* In this quote, MOE indicated that she was

willing to personally censor GILBERT in the future based on a film subject matter, even if she had not seen the film, and that in fact is what she did in this case. MOE also omitted to tell this or any other reporter in her many interviews what she had told GILBERT at the time of the cancelation – that the Mayor of CORAL GABLES had voiced an objection to Gilbert’s Rental Agreement contract, and that city council members and the city attorney of CORAL GABLES had come to her lobby demanding cancelation of HIGHWAY 61's Rental Agreement contract and the event.

25. The Daily Dot spoke to MOE and reported on December 12, 2019: *Moe told the Daily Dot that once the cinema learned of the documentary’s details, it decided to cancel the rental. Moe said the cinema isn’t aware of the content being screened when it comes to private screenings. “This is part of our business model; we rent the cinema the same way as a hotel that rents out its conference rooms,” Moe said. Moe told the Daily Dot that “no transaction” had been made. and [The] only thing we were involved in was that someone wanted to use the cinema for a private event,” she said.* MOE again lied to disparage HIGHWAY 61 and GILBERT in her comments to The Daily Dot in claiming “no transaction” had been made, when in fact she knew there was a signed Rental Agreement contract between HIGHWAY 61 and CINEMA for a press event and film screening, and that was it paid in full in advance. MOE defamed HIGHWAY 61 again to make it look amateurish and harm its reputation by claiming “no transaction” had been made.

26. Legal counsel for Plaintiff HIGHWAY 61 contacted Defendants on the day of the cancelation and made the following demand, which went completely unanswered, and remains so to this day, compelling this Complaint for a redress of Plaintiff’s damages, which are continuing:

“You will be sued for fraud, breach of contract, promissory estoppel, civil theft, violations of First Amendment freedom of speech, civil rights violations as you are acting under color of state law given the Mayor’s involvement, and other related causes of action” if the contract and other rights at issue are not respected and honored."

**COUNT I – BREACH OF CONTRACT  
DEFENDANT CINEMA**

27. Plaintiff HIGHWAY 61 re-alleges and re-avers the allegations of paragraphs 1 through 26 above as if set forth herein.

28. Plaintiff HIGHWAY 61 entered into a binding contract with Defendant CINEMA to rent out cinema space from Defendants in exchange for monies. Exhibit 1.

29. Plaintiff HIGHWAY 61 fulfilled its end of the bargain by remitting the full sum to Defendant CINEMA.

30. Defendant CINEMA breached its contract with Plaintiff HIGHWAY 61, entered into and agreed to with consideration, causing great past, present and continuing damage to Plaintiff by unilaterally cancelling the Rental Agreement and refusing to provide Plaintiff with cinema space.

31. As a result of Defendant’s breach, for which there was no justifiable excuse, Plaintiff HIGHWAY 61 has suffered damages as set forth in this Complaint.

**COUNT II – TORTIOUS INTERFERENCE WITH CONTRACT  
DEFENDANT CORAL GABLES**

32. Plaintiff HIGHWAY 61 re-alleges and re-avers the allegations of paragraphs 1 through 26 above as if set forth herein.

33. Plaintiff HIGHWAY 61 entered into a valid, binding contract with Defendant CINEMA to rent out cinema space to hold and publicize its event in exchange for monies.



34. Defendant CORAL GABLES knew of this valid, binding contract.

35. Defendant CORAL GABLES willfully and/or negligently and tortuously took action to induce Defendant CINEMA to breach the contract with Plaintiff HIGHWAY 61, with no legal justification.

36. As a result of Defendant CORAL GABLES's conduct, for which there was no justifiable excuse, Defendant CINEMA did, in fact, breach the agreement, which has directly and proximately caused Plaintiff HIGHWAY 61 to suffer damages as set forth in the Complaint.

WHEREFORE PLAINTIFF HIGHWAY 61 prays for actual and compensatory damages which include but are not limited to past financial and pecuniary losses, loss of good will and reputation, and loss of future income in an amount in excess of \$670,000.00.

PLAINTIFF DEMANDS TRIAL BY JURY OF ALL ISSUES SO TRIABLE

Dated: January 7, 2020

Respectfully submitted,

Larry Klayman, Esq.\_\_\_\_\_  
Klayman Law Group P.A.  
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Florida Bar No: 246220

*Attorney for Plaintiff*

# EXHIBIT 1



November 26, 2019

Joel Gilbert  
Highway 61 Entertainment

Dear Joel,

This email will serve as your official agreement with Coral Gables Cinemateque, Inc. (CGC) for a rental of the Coral Gables Art Cinema on **Thursday, December 5, 2019**.

We will rent the Cinema, inclusive of the venue, labor, and use of all requested equipment for a final total of **\$960.30**.

This includes the **(4) four hour venue rental** and (1) one house manager/projectionist. You may use an outside catering service to provide food and drink for the event.

Venue Use Policies:

1. Box Office: CGAC will not provide box office services for this event, but we do reserve the right to run our concession stand during the rental time. If we do so, this would be at our cost, and we will keep the proceeds.

2. Set-up and/or clean-up: **Must take place during the times of the paid rental 11:00 am to 3:00 pm**. You must vacate the theater by **no later than 3:00 pm**. After your rental, if there is any damage to the theater beyond normal wear and tear, you will be responsible for paying the repair costs immediately.

3. Alcohol and Smoking: The renter assumes all liability associated with the consumption of alcohol and agrees to defend, indemnify and hold harmless CGAC and all associated personnel from and against any and all claims, demands, suits, judgments or other liability of any nature whatsoever resulting from the presence, serving and/or consumption of alcoholic beverages during the event. The renter acknowledges to understanding Florida State legal drinking age is 21 years of age. No smoking, electronic or otherwise, is allowed anywhere in the building. No evidence of smoking will be left on/around the plaza. Renter will use receptacles beyond the plaza pillars for depositing extinguished tobacco products.

4. Decorations: All decorations must be approved by CGAC Operations Manager.

5. Photographic, Likeness, and Branding Release: Names, logos, trademarks, quotes, photographic likeness may be used in all forms and media, trade, and other lawful purpose on behalf of CGAC. CGAC may use photographs taken by staff or professional photographers for purpose of advertising and marketing of the venue in both print and Internet form.



6. Rental changes: Be advised that any changes to your screening schedule or requirements may entail increase in fees, and no guarantee is made that requested changes will be accommodated.

We require the following to confirm the rental:

- 1) YOU MUST REPLY TO THIS EMAIL WITH YOUR AGREEMENT FOR OUR RECORDS.
- 2) **You must pay half of the \$960.30 immediately to confirm the dates above.** If paying by check, please make the check payable to **CORAL GABLES CINEMATEQUE, INC.**
- 3) If you are exhibiting copyrighted motion pictures, you must agree to provide, if so requested, satisfactory proof that you are authorized to exhibit the copyrighted materials at the Cinema. United States Copyright Laws provides that the unauthorized exhibition of copyrighted materials without permission of the rights holder is a violation of U.S. Copyright and is subject to Civil and Criminal penalties of \$250,000 per infraction and a maximum of 5 years in prison for each unauthorized exhibition. In entering into this contract, you agree to hold harmless the CGC and indemnify it against any violation of copyright law. You further agree to defend the CGC as a result of any unauthorized exhibition of the copyrighted materials provided.
- 4) As soon as possible, you must submit a certificate of insurance as evidence of general liability self-insurance, on an occurrence basis, subject to the provisions, limits and limitations of Section 768.28, Florida Statutes, as may be amended. Any workers' compensation and employer's liability coverage as required by Florida Statute for your own employees that night.

Rental Fees	Amount
Venue	\$900 (\$225/hr)
Total pre-tax	\$900
State of FL Usage Tax (6.7%)	\$60.30
<b>TOTAL</b>	<b>\$960.30</b>

Thank you for renting our venue for your event.

Printed Name: Joel Gilbert

Signature: 

Date: 11-26-19

Sincerely,

**Elizabeth Dedios,**  
Operations Manager  
Coral Gables Art Cinema  
260 Aragon Avenue, Coral Gables, FL 33134  
info@gablescinema.com | elizabeth@gablescinema.com  
(786) 472-2249

# EXHIBIT 2



260 ARAGON AVENUE  
CORAL GABLES, FL 33134  
Phone: (786) 472-2249

DATE: November 26, 2019

I, Joel Gilbert am authorizing  
the use of my credit card to cover the following charges for  
\$ 960.30 at the Coral Gables Art Cinema.

Credit card number: [REDACTED] 4009

Expiration date: 11/21

CCV: [REDACTED] 05

Name on Card: Joel Gilbert

Billing address: 365 E. Avenida de los Arboles, Suite 1000  
Thousand Oaks, CA 91360

Billing phone: 805-5 [REDACTED]

Authorized signature: [Signature]

**PLEASE SEND A COPY OF THE  
FRONT AND BACK OF THE CREDIT  
CARD. THANK YOU.**

# EXHIBIT 3



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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 have **ADDITIONAL INSURED** provisions or 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> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No. Ext):</b> (530) 477-6521 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Evanston Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		3DS5468-M2081935	12/05/2019 12:01 AM	12/06/2019 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
OTHER:							Deductible \$ 1,000
<b>AUTOMOBILE LIABILITY</b>							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b>							EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DED	RETENTION \$						\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N					E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below		N / A					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)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.  
Attendance: 150, Event Type: Film Screening.

**CERTIFICATE HOLDER****CANCELLATION**

Coral Gables Art Cinema Att. Elizabeth Dedios 260 Aragon Ave Coral Gables FL 33134	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Coral Gables Art Cinema  
Att. Elizabeth Dedios  
260 Aragon Ave  
Coral Gables, FL 33134

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



# Receipt

**DATE:** 11/27/2019  
**Policy #:** M2081935

**www.TheEventHelper.com**

1020 McCourtney Rd. Suite B,  
Grass Valley, CA 95949  
(530) 477-6521

**Policy Limits**

Each Occurrence \$1,000,000  
(Includes Bodily Injury  
and Property Damage)  
Damage to Rented \$100,000  
Premises  
Personal & Advertising \$1,000,000  
Injury  
Products / Completed \$1,000,000  
Operations Aggregate  
General Aggregate \$2,000,000  
Medical Payments \$5,000  
Liquor Liability Not  
Included  
Waiver of Subrogation Not  
Included  
Additional Insured(s) Included  
Hired & Non-Owned Not  
Auto Included  
Deductible \$1,000

**Event Details**

Film Screening  
Attendance: 150 people  
Event Length: 1 day(s)

**Event Holder / Insured**

Hlghway 61 Entertainment  
Joel Gilbert  
365 E Avenue de los Arboles,  
Suite 1000  
Thousand Oaks, CA 91360

**Payment From**

Joel Gilbert  
Card Number: \*\*\*\* \* 4009  
Card Type: Amex

**Cost Breakdown**

Premium: \$ 210.00  
Stamping Fee: \$ 0.21  
Tax: \$ 14.16  
Policy Fee: \$ 35.00  
RPG Fee: \$ 38.14

**Refund Policy**

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$73.14, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period.

**AMOUNT PAID****\$ 297.51**