



The mission of OCFEC is...

**CELEBRATION OF ORANGE COUNTY'S
COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE**
(with results justifying resources expended)

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Thursday, January 28, 2016
9:00 a.m.

Administration Building
OC Fair & Event Center
88 Fair Drive
Costa Mesa, California

Board of Directors

Gerardo Mouet, Board Chair
Nick Berardino, Vice Chair

Ashleigh Aitken, Member	Barbara Bagneris, Member
Stanley Tkaczyk, Member	Sandra Cervantes, Member
Douglas La Belle, Member	Robert Ruiz, Member

Secretary-Treasurer

Kathy Kramer CFE, CMP
Chief Executive Officer, OCFEC

32nd DAA Counsel

Deborah Fletcher
Office of the California Attorney General

Those persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the 32nd District Agricultural Association (714) 708-1500, at least five working days prior to the meeting to insure the proper arrangements can be made.

At the discretion of the Board of Directors, all items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board of Directors. The Board may convene to closed session pursuant to Government Code section 11126, subdivisions (a) and (e) to consider personnel evaluation and/or possible litigation. Items may not necessarily be taken up in the order shown on this Agenda. This agenda, and all notices required by the Bagley-Keene Open Meeting Act are available on the Internet at: www.ocfair.com

AGENDA

1. **CALL TO ORDER**

All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

2. **THE MISSION OF OCFEC IS...**

Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL (Policy 4.5.2.B)**

5. **CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES**

6. **MATTERS OF PUBLIC COMMENT**

Public comment is allowed on issues NOT on the current Agenda. However, no debate by the Board shall be permitted on such public comments, and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes.

Comments will be accepted on Agenda items during the meeting. Speakers wishing to address the Board on items on the agenda are requested to sign in prior to the start of the meeting and identify the agenda item(s) on which you desire to address the Board. Speakers are limited to three minutes.

7. **MINUTES:**

A. Board Meeting held December 17, 2015

Action Item

8. **CONSENT CALENDAR: (Policy 4.3.4)**

All matters listed under Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

A. Standard Agreements: SA-270-15SP; SA-014-16IO; SA-019-16AS; SA-020-16HB; SA-021-16BB; SA-022-16BB; SA-024-16GE; SA-025-16HB; SA-027-16GE; SA-028-16HB; SA-029-16GE; SA-030-16GE; SA-031-16GE; SA-261-SP; SA-264-15MA

B. Amendments: SA-17-11FA

- C. Interagency Agreements: SA-269-15HR
- D. Letters of Understanding: 03215051
- E. Rental Agreements: R-158-15; R-160-15; R-162-15; R-010-16; R-011-16; R-012-16; R-015-16; R-016-16; R-019-16; R-027-16; R-028-16; R-032-16; R-041-16; R-042-16; R-043-16; R-044-16; R-047-16; R-048-16; R-051-16; R-054-16; R-059-16; FT-002-16; FT-004-16; FT-052-16
- F. Active Joint Powers Authority Agreements: none
- G. Correspondence
Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.
 - i. none.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)

B. Review of Board Committee/Task Force/Liaison Reports

Information Item

C. Heroes Hall Construction Project

1. Authorize CFFA to Award Contract for Heroes Hall Construction Project
Action Item
2. Approve Letter of Understanding with CFFA to provide project management services for the Heroes Hall Construction Project
Action Item

D. Update on Construction Management options for 32nd DAA Projects

Information Item

10. CLOSED SESSION (Closed to the Public)

A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]

i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)

ii. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, there is significant exposure to litigation against the 32nd District Agricultural Association. (Govt. Code, § 11126, subd. (e).)

B. **Personnel:** The Board will meet in closed session to consider the evaluation of performance of the General Manager / CEO. [Gov. Code, § 11126, subd. (a).]

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: FEBRUARY 25, 2016

13. ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Kramer". The signature is written in a cursive, flowing style with a large, sweeping flourish at the end.

Kathy Kramer CFE, CMP
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. January 14, 2016

OC Fair & Event Center
Accounts Payable Checks Summary
December 2015

Check No.	Date	Vendor Name	Amount
78356	12/03/15	CWF, Inc. dba A1 Event & Party Rental	46,814.40
78357	12/03/15	Abbie Putman	73.34
78358	12/03/15	Association of State CA Supervisors	144.00
78359	12/03/15	American Express	0.01
78360	12/03/15	American Express	1,393.39
78361	12/03/15	AT&T	75.16
78362	12/03/15	California Fairs Financing Authority	16,204.10
78363	12/03/15	California Fair Services Authority	405.00
78364	12/03/15	CP Holdings LLC (Classic Tents, Inc.)	983.10
78365	12/03/15	CCS Orange County Janitorial, Inc.	8,241.54
78366	12/03/15	Moor+South/Pier Mngmt Co.	2,000.00
78367	12/03/15	DSPM, Inc.	998.00
78368	12/03/15	Frances Leary	138.51
78369	12/03/15	Herpetorama, Inc. DBA Repticon	1,399.50
78370	12/03/15	Jennifer Olvera	74.32
78371	12/03/15	Joe A. Gonsalves & Son	2,495.00
78372	12/03/15	Kathy Kramer	7.48
78373	12/03/15	Lisa Dayton	87.40
78374	12/03/15	Marie Torres	236.62
78375	12/03/15	Michael A. DeVries	400.00
78376	12/03/15	Modular Space Corporation / Modspace	4,799.13
78377	12/03/15	Pablo Calderon	250.00
78378	12/03/15	CA Public Employees Retirement System	45,337.24
78379	12/03/15	ProCast Products, Inc	1,836.00
78380	12/03/15	Ryan River, Inc. f/s/o Debby Ryan	18,000.00
78381	12/03/15	Sectran Security, Inc.	80.00
78382	12/03/15	Void	0.00
78383	12/03/15	ThyssenKrupp Elevator Corporation	726.96
78384	12/03/15	Time Centre, Inc.	6,780.00
78385	12/03/15	United Site Services Of America	1,360.86
78386	12/03/15	Lisa Sexton	474.41
78387	12/03/15	SEIU Local 1000 CA State Employees Asso.	1,878.77
78388	12/03/15	The Gas Company	466.75
78389	12/09/15	American Express	1,185.58
78390	12/09/15	American Express	8,335.03
78391	12/09/15	California Fair Services Authority	1,100.00
78392	12/09/15	Moor+South/Pier Mngmt Co.	1,866.50
78393	12/09/15	Franchise Tax Board	417.06
78394	12/09/15	IUOE, Craft/Maint. Division	1,350.00
78395	12/09/15	Kennah Construction, Inc.	13,790.00
78396	12/09/15	Lopez Works, Inc.	1,035.00
78397	12/09/15	Orange County Treasurer-Tax Collector	17,651.16
78398	12/09/15	Pinnacle Petroleum, Inc.	708.38
78399	12/09/15	Red Wing Hatchery	93.95
78400	12/09/15	Southern California Indian Center	173.00

**OC Fair & Event Center
Accounts Payable Checks Summary
December 2015**

Check No.	Date	Vendor Name	Amount
78401	12/09/15	Sound Media Fusion, LLC	5,250.00
78402	12/09/15	State Disbursement Unit	331.00
78403	12/09/15	United Site Services Of America	80.00
78404	12/18/15	CWF, Inc. dba A1 Event & Party Rental	1,375.00
78405	12/18/15	Absolute Event Solutions	1,698.50
78406	12/18/15	Becky Bailey-Findley	704.00
78407	12/18/15	Boyd & Associates, Inc.	125.00
78408	12/18/15	California Fair Services Authority	16,688.71
78409	12/18/15	Crainco, Inc.	330.00
78410	12/18/15	DeltaCare USA	693.34
78411	12/18/15	Delta Dental Plan Of California	4,390.83
78412	12/18/15	Department of General Services	1,135.69
78413	12/18/15	Department of Human Resources Cal HR	3,119.50
78414	12/18/15	Employment Development Department	8,135.81
78415	12/18/15	Envirocheck, Inc.	2,695.00
78416	12/18/15	Event Production Solutions, LLC	8,750.00
78417	12/18/15	Franchise Tax Board	342.84
78418	12/18/15	Kaiser Permanente	37,602.52
78419	12/18/15	Keipper Cooping Co.	835.88
78420	12/18/15	Kelly Associates Management Group LLC	1,270.00
78421	12/18/15	Lisa Sexton	6,996.75
78422	12/18/15	Marketwire, Inc.	1,249.75
78423	12/18/15	Medical and Safety Management, Inc.	860.00
78424	12/18/15	MHP Fabrication	1,398.60
78425	12/18/15	Orange Mirror and Glass	2,800.00
78426	12/18/15	Pinnacle Petroleum, Inc.	1,317.05
78427	12/18/15	Platinum Resource Group	3,116.00
78428	12/18/15	Safeguard Health Plans	37.62
78429	12/18/15	Quijote Corporation dba Sensis	12,197.50
78430	12/18/15	Void	0.00
78431	12/18/15	Southern California Edison	8,544.99
78432	12/18/15	Southwest Holiday Party	32.38
78433	12/18/15	Spectra	1,277.74
78434	12/18/15	State Disbursement Unit	331.00
78435	12/18/15	Standard Spray Machine & Repair	340.00
78436	12/18/15	Daniel Methe (Swing Cats Big Band)	500.00
78437	12/18/15	TalentWise, Inc.	440.00
78438	12/18/15	United Site Services Of America	3,056.05
78439	12/18/15	Verizon Wireless	2,657.46
78440	12/18/15	Western Fairs Association	1,760.00
78441	12/18/15	Willdan Engineering	4,950.00
78442	12/23/15	Aquatic Service, Inc.	295.00
78443	12/23/15	Void	0.00
78444	12/23/15	California Fairs Financing Authority	27,094.71
78445	12/23/15	Moor+South/Pier Mngmt Co.	34,553.82

OC Fair & Event Center
Accounts Payable Checks Summary
December 2015

Check No.	Date	Vendor Name	Amount
78446	12/23/15	CR&A Custom, Inc.	107.05
78447	12/23/15	Department of Forestry & Fire Protection	2,967.38
78448	12/23/15	Department of General Services	170.00
78449	12/23/15	Fragomen, Del Rey, Bernsen & Loewy, LLP	2,100.00
78450	12/23/15	Franchise Tax Board	72.61
78451	12/23/15	Gem Faire, Inc.	878.13
78452	12/23/15	Haitbrink Asphalt Paving, Inc.	27,995.30
78453	12/23/15	Jerry Liu & Associates	4,200.00
78454	12/23/15	JT Engineering	7,300.00
78455	12/23/15	Manatt, Phelps & Phillips, LLP	10,936.35
78456	12/23/15	Medical and Safety Management, Inc.	860.00
78457	12/23/15	Mesa Water District	11,290.80
78458	12/23/15	Void	0.00
78459	12/23/15	nQativ, LLC	412.50
78460	12/23/15	Orange County Treasurer-Tax Collector	7,264.76
78461	12/23/15	Pacific Clippings	59.00
78462	12/23/15	State Personnel Board	1,597.00
78463	12/23/15	Pinnacle Landscape Company	4,457.00
78464	12/23/15	Platinum Resource Group	12,872.00
78465	12/23/15	Ray Cammack Shows, Inc.	309.85
78466	12/23/15	Ricoh Americas Corporation	32.15
78467	12/23/15	Sectran Security, Inc.	80.00
78468	12/23/15	Southern California Edison	5,534.40
78469	12/23/15	Spectra	507.81
78470	12/23/15	State Disbursement Unit	37.78
78471	12/23/15	Gravity Technologies Inc.	349.00
78472	12/29/15	Bill Young Productions, Inc.	135.00
78473	12/29/15	BurrellesLuce	219.74
78474	12/29/15	CCS Orange County Janitorial, Inc.	3,226.60
78475	12/29/15	Moor+South/Pier Mngmt Co.	5,252.75
78476	12/29/15	CR&R Inc.	5,785.60
78477	12/29/15	CSI Electrical Contractors, Inc.	2,400.00
78478	12/29/15	Department of General Services	90.00
78479	12/29/15	Employment Development Department	834.15
78480	12/29/15	Hahn & Bowersock, Inc.	434.30
78481	12/29/15	Joe A. Gonsalves & Son	2,495.00
78482	12/29/15	Lisa Sexton	6,996.75
78483	12/29/15	Lopez Works, Inc.	29,398.00
78484	12/29/15	Modular Space Corporation / Modspace	1,165.85
78485	12/29/15	Pinnacle Landscape Company	6,800.00
78486	12/29/15	Pinnacle Petroleum, Inc.	1,295.45
78487	12/29/15	Redpoint Consulting Group, LLC	2,320.00
78488	12/29/15	Safeguard Health Plans	37.62
78489	12/29/15	United Rentals (North America), Inc.	7,950.74

**OC Fair & Event Center
Accounts Payable Checks Summary
December 2015**

Check No.	Date	Vendor Name	Amount
Total December 2015 AP Checks			602,455.11

**OC Fair & Event Center
Electronic Payments Summary
December 2015**

Reference No.	Date	Vendor Name	Amount
E12012015	12/01/15	CA Public Employees Retirement System	130,275.96
E12022015	12/02/15	CA Public Employees Retirement System	2,062.37
E12022015	12/02/15	Authorize.net Gateway - WiFi	32.35
E12022015	12/02/15	Authorize.net Gateway - ESS	32.55
E12022015	12/02/15	Global Payments ESS - 4284	164.59
E12022015	12/02/15	Global Payments Visual Arts - 3277	55.95
E12022015	12/02/15	Global Payments WiFi - 3304	67.26
E12022015	12/02/15	Payroll Tax - State	6,656.64
E12022015	12/02/15	Signapay Accounting - 0964	775.18
E12022015	12/02/15	Signapay Carnival - 3185	25.00
E12022015	12/02/15	Signapay JLA - 6845	10.00
E12022015	12/02/15	Signapay PacAmp Merch - 5003	10.00
E12022015	12/02/15	Signapay PacAmp Sales - 1608	12.95
E12032015	12/03/15	Exhibit Entries Chargebacks - 8888	60.62
EP3398491746	12/03/15	Paypal, Inc.	59.95
E12042015	12/04/15	Payroll Tax - Federal	50,020.66
E12072015	12/07/15	AMEX Entries - 8152	3.01
E12072015	12/07/15	AMEX ESS APP - 1581	18.32
E12072015	12/07/15	AMEX WiFi - 3435	0.90
E12072015	12/07/15	Payroll Tax - Federal	82.82
E12072015	12/07/15	Payroll Tax - State	12.55
E12082015	12/08/15	Paymentech TM - 1087	80.00
E12092015	12/09/15	Gateway Services	10.00
E12102015	12/10/15	Exhibit Entries Chargebacks - 8888	1.00
E12142015	12/14/15	Payroll Tax - Federal	5,078.81
E12142015	12/14/15	Payroll Tax - State	649.97
E12152015	12/15/15	Paymentech TM - 6990	57.23
E12162015	12/16/15	Paymentech TM - 6990	20.63
E12162015	12/16/15	Payroll Tax - Federal	50,237.36
E12162015	12/16/15	Payroll Tax - State	6,697.18
E12172015	12/17/15	Paymentech TM - 1087	95.00
E12212015	12/21/15	CBB Analysis Statement Fee	181.29
E12212015	12/21/15	Paymentech TM - 6990	16.17
E12212015	12/21/15	Payroll Tax - Federal	7,490.68
E12212015	12/21/15	Payroll Tax - State	1,296.46
E12222015	12/22/15	Paymentech TM - 6990	27.08
E12232015	12/23/15	Paymentech TM - 6990	10.95
E12242015	12/24/15	Global Payments ESS - 4284	300.00
E12252015	12/25/15	Payroll Tax - Federal	5,119.14
E12252015	12/25/15	Payroll Tax - State	945.01
E12292015	12/29/15	Paymentech TM - 6990	10.06
E12292015	12/29/15	US Bank	121,381.24
E1000000145517	12/31/15	CA Public Employees Retirement System	130,733.27
Total December 2015 Electronic Payments			520,878.16

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments In Excess of \$5,000 Summary
December 2015

Check No.	Date	Vendor Name	Amount	Description
E12142015	12/14/15	Payroll Tax - Federal	5,078.81	Payroll Taxes
E12252015	12/25/15	Payroll Tax - Federal	5,119.14	Payroll Taxes
78401	12/09/15	Sound Media Fusion, LLC	5,250.00	Sound Mitigation & Monitoring
78475	12/29/15	Moor+South/Pier Mngmt Co.	5,252.75	Sales Commission
78468	12/23/15	Southern California Edison	5,534.40	Utilities
78476	12/29/15	CR&R Inc.	5,785.60	Refuse Disposal
E12022015	12/02/15	Payroll Tax - State	6,656.64	Payroll Taxes
E12162015	12/16/15	Payroll Tax - State	6,697.18	Payroll Taxes
78384	12/03/15	Time Centre, Inc.	6,780.00	Timekeeping System Upgrade
78485	12/29/15	Pinnacle Landscape Company	6,800.00	Landscape Maintenance
78421	12/18/15	Lisa Sexton	6,996.75	Marketing & Talent Buying
78482	12/29/15	Lisa Sexton	6,996.75	Marketing & Talent Buying
78460	12/23/15	Orange County Treasurer-Tax Collector	7,264.76	Sheriff Services
78454	12/23/15	JT Engineering	7,300.00	ASA Roof
E12212015	12/21/15	Payroll Tax - Federal	7,490.68	Payroll Taxes
78489	12/29/15	United Rentals (North America), Inc.	7,950.74	Equipment Rental
78414	12/18/15	Employment Development Department	8,135.81	Unemployment Insurance
78365	12/03/15	CCS Orange County Janitorial, Inc.	8,241.54	Janitorial Services
78390	12/09/15	American Express	8,335.03	Travel Expenses
78431	12/18/15	Southern California Edison	8,544.99	Utilities
78416	12/18/15	Event Production Solutions, LLC	8,750.00	Tram Service
78455	12/23/15	Manatt, Phelps & Phillips, LLP	10,936.35	Legal Fees
78457	12/23/15	Mesa Water District	11,290.80	Utilities
78429	12/18/15	Quijote Corporation dba Sensis	12,197.50	Media Planning
78464	12/23/15	Platinum Resource Group	12,872.00	Temporary Staff
78395	12/09/15	Kennah Construction, Inc.	13,790.00	Heros Hall
78362	12/03/15	California Fairs Financing Authority	16,204.10	Capital Projects
78408	12/18/15	California Fair Services Authority	16,688.71	Benefits
78397	12/09/15	Orange County Treasurer-Tax Collector	17,651.16	Sheriff Services
78380	12/03/15	Ryan River, Inc. f/s/o Debby Ryan	18,000.00	Entertainment
78444	12/23/15	California Fairs Financing Authority	27,094.71	Capital Projects
78452	12/23/15	Haitbrink Asphalt Paving, Inc.	27,995.30	Asphalt Repairs
78483	12/29/15	Lopez Works, Inc.	29,398.00	Sweeping
78445	12/23/15	Moor+South/Pier Mngmt Co.	34,553.82	Sales Commission
78418	12/18/15	Kaiser Permanente	37,602.52	Benefits
78378	12/03/15	CA Public Employees Retirement System	45,337.24	Benefits
78356	12/03/15	CWF, Inc. dba A1 Event & Party Rental	46,814.40	Equipment Rental
E12042015	12/04/15	Payroll Tax - Federal	50,020.66	Payroll Taxes
E12162015	12/16/15	Payroll Tax - Federal	50,237.36	Payroll Taxes
E12292015	12/29/15	US Bank	121,381.24	Cal Card
E12012015	12/01/15	CA Public Employees Retirement System	130,275.96	Benefits
E100000145517	12/31/15	CA Public Employees Retirement System	130,733.27	Benefits
Total December 2015 AP Checks / Electronic Payments In Excess of \$5k			1,006,036.67	

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD DECEMBER 17, 2015**

1. CALL TO ORDER:

Gerardo Mouet called the meeting to order at 9:06 a.m.

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Director Bagneris. Roll call taken by Jessica Zimmerman.

4. DIRECTORS PRESENT:

Chair Mouet, Vice Chair Berardino, Director Tkaczyk, Director La Belle, Director Aitken, Director Bagneris, and Director Ruiz, Director Nguyen

DIRECTORS ABSENT/EXCUSED:

Director Cervantes

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Debbye McDaniel, OCFEC Interim VP Finance & Administration; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC; Jeff Willson, OCFEC; Deborah Fletcher, Office of the Attorney General; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Joan Hamill OCFEC; Reggie Mundekis; Beth Refakes

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, welcomed John Caplan, Office of the Attorney General, who will be taking Deborah Fletcher's place upon her retirement in a little over a year.

Kramer announced Michele Richards, VP Business Development, had been called for jury duty. Kramer then discussed upcoming events at OCFEC.

Debbye McDaniel, OCFEC Interim VP Business and Administration, provided a recap of November financials.

McDaniel stated as of November 30 the cash on hand is a little over \$2.8 million, investments slightly in excess of \$31 million, total net cash is \$34 million; as of Year to Date revenue just under \$39 million, expenses under \$32 million and net income of \$6.9 million. OCFEC is at 240 percent over budget on net income due to using the rolling average.

Kramer mentioned the Western Fair Associations convention will be held in Anaheim this year from January 4 through 6. OCFEC will be hosting a hospitality suite on January 5 immediately following the awards dinner.

Kramer gave an update from Gonsalves & Sons regarding the repeal of AB4X22. She also discussed the final interviews for the VP of Finance and Administration.

Kramer stated the new VP of Operations, Ken Karns, has been hired and will be starting on January 25, 2016. He is from London, Canada whom was a director of facilities for Western Fair Association; he has over 25 years of experience.

Kramer concluded on thanking the board for their support and guidance that past 12 months and wished everyone a special holiday season.

6. PUBLIC COMMENT

Beth Refakes thanked Kramer for working on the repeal of AB4X22. She spoke in support of the Crossroads of the West Gun Show.

A speaker who identified themselves as Q stated that it OC Fair is the best fair in the world. She thanked Vice Chair Berardino, noting that she cannot compare what he has gone thru when he was in war. She thanked him for his service. She stated that the Gun Show offers more than just guns, they offer classes, memorabilia, veterans support, etc. She stated that they have complied with all the rules and policy for over 29 years.

Vice Chair Berardino has stated that guns are a controversial issue and we need to understand that some folks are going around the state laws and stressed the need to be compliant with the State of California.

7. MINUTES:

A. Board Meeting held November 19, 2015

ACTION: Director LaBelle motioned and Director Ruiz seconded to review and approve the minutes from the Board meeting held November 19, 2015. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, and Director Ruiz. NAYES: none.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-145-15FT; SA-260-15SP; SA-170-15FT; SA-201-15SP; SA-254-15FT; SA-255-15FT; SA-257-15FT; SA-261-15SP; SA-262-15SP; SA-265-15YR; SA-266-15CF

B. Amendments : SA-200-15SP (Amend #1)

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-055-15; R-058-15; R-075-15; R-144-15; R-145-15; R-146-15; R-147-15; R-148-15; R-149-15; R-017-16; R-018-16; R-023-16; FT-065-15

F. Active Joint Powers Authority Agreements: none

G. Correspondence

Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.

i. none.

ACTION: Director Tkaczyk motioned and Director Ruiz seconded to review and approve the Consent Calendar. **MOTION CARRIED.**

AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, Director Ruiz and Director Cervantes. NAYES: none.

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

i. Centennial Farm Foundation Board (Vice Chair Mouet)

Chair Mouet asked that if any Directors had specific interest in being part of a committee to let him know.

Chair Mouet gave a quick update on Centennial Farm Foundation, he has talked to the volunteers that there will be changes.

B. Review and Approve Financial Monitoring Committee Recommendation Regarding Hourly Rates for 23-day Seasonal Fair-Time Positions

Chair Mouet thanked Kramer and McDaniel for their hard work and presentation.

Kramer discussed about the seasonal job rate analysis, and discussed about the pay models. She also discussed what will happen if we increase pay rates across the board.

Reggie Mundekis supported the increase in the hourly pay rate. She then discussed work visa programs that allow vendors to hire foreign workers. She brought up how RCS hired employees from South Africa.

ACTION: Director Bagneris motioned and Director Tkaczyk seconded to authorize Financial Monitoring Committee Recommendation Regarding Hourly Rates for 23-day Seasonal Fair-Time Positions
MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director Ruiz, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, and Director Cervantes. NAYES: none.

C. Review and Approve 2016 OCFEC Operating Budget & Capital

Chair Board Mouet stated that we had a great budget study session and it was a good reminder that we're only as good as our people. He then passed it over to Kramer to share the 2016 budget and considering approving.

Kramer thanked for all the help from the board subcommittee, staff and the audience on this journey. The 2016 budget is about reinvesting into the organization to prepare for future growth.

Kramer discussed the 2016 budget including requests for additional Civil Service staff, expanding on-site programming, new initiatives around the agricultural and educational programming, introducing resources to manage the guest experience, technology, and the redesign of our website. She noted that management is anticipating a 5 percent increase in projected revenue.

McDaniel discussed adding another generator to power up the Administration building in the event of an outage; the overall estimated capital expenditure that included a \$250,000 for a second generator. This raises the unrestricted capital to just under \$8.7 million.

Jerry Eldridge, OCFEC Director of Facilities, discussed the expenses for buildings and grounds including \$3.1 million is set aside for Heroes Hall and \$1.2 million for Pacific Amphitheatre seating. He is also looking into the second generator to support for the Administration building, and or another facility or building on the grounds if needed.

Director Tkaczyk asked about the generator and would like the generator to be permanently located at Administration Building.

Eldridge stated that the size of the generator is substantial too large to have on location, something he will be looking into.

Kramer further discussed the revenue generating point and relative to fair admissions ticket price.

Chair Board Mouet stated that Director Tkaczyk brought up a great point on the benefit of incremental planning on fair admission ticket price, not a big jump but a little jump. Also stated that Director Sandra Cervantes suggested to review admission prices in 2016 and in 2017 perhaps increase it then.

Kramer discussed the recommendation to increase year-round parking from \$7 to \$8 while OC Fair parking will remain at \$10.

Director LaBelle complimented the staff. He then asked Fletcher to see if we can get some authorization from General Services to provide additional assistance to Eldridge in terms of local project manager and skills, looking at augmenting staff in terms of the projects they're working on. This will required some action on the part of the State.

Joan Hamill, Director of Exhibits & Education Programs, explained that there will be staff and volunteers to support from both exhibits and agriculture education.

Vice Chair Berardino complimented the staff and suggested the addition of a temporary person to help Jessica Zimmerman with some of the Board needs and demands during Fair.

Kramer agreed and stated she will be looking at that demand for Fair time planning.

Chair Board Mouet thanked the staff, Kramer and the involvement of the public and board members. He stated that it's important to have a good master plan for 2016.

ACTION: Director Aitken motioned and Director Bagneris seconded to authorize 2016 OCFEC Operating Budget & Capital **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director Ruiz, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, and Director Cervantes. NAYES: none.**

10. CLOSED SESSION

None

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle complimented the staff and board members and wished everyone happy holidays, Merry Christmas and Happy New Year.

Director Ruiz wished everyone a Merry Christmas and a Happy New year and congratulated Kramer on her first year.

Vice Chair Berardino requested that a discussion of gun shows be included on the agenda. Additionally he requested the appointment of Barbara Venezia to the Heroes Hall Foundation be on the February agenda. He then asked the Board Chair to create an investigative committee to learn more about the work Visa program used by the carnival and how it works on at the fairgrounds. Director Berardino then complimented Fletcher for her work on behalf of the organization over the years. He then thanked everyone and wished everyone a Merry Christmas and a Happy New Year.

Director Aitken complimented Fletcher. She then asked whether our rental contracts included any language about signs put up in the community by promoters for events at the fairgrounds. She then wished everyone a Merry Christmas and a Happy New Year. Thanked everyone for their hard work.

Director Tkaczyk thanked the staff for a great year and thanked Fletcher for her work; and wished everyone a Merry Christmas and a Happy New Year.

Director Bagneris thanked McDaniel, the board, Kramer, staff and Zimmerman for all of their work; and wished everyone a Merry Christmas and a Happy New Year.

Chair Board Mouet noted that he had attended the IAFE convention and had connected with the Chair of the Board for the San Diego County Fair and plans to attend the 2016 San Diego County Fair. He then mentioned that he planned on attending the WFA convention and would be going to the seminar on the work visa program. He also attended the recent gun show and introduced himself to the event promoter, exchanging contact information. He then thanked the board, staff and Kramer for a great year; wished everyone a Merry Christmas and a Happy New Year.

12. NEXT BOARD MEETING: THURSDAY, JANUARY 28, 2016

13. ADJOURNMENT

Meeting adjourned at 11:28 a.m.

Gerardo Mouet, Chair

Kathy Kramer, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JANUARY 2016**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-270-15SP	Pepsi Beverages Company	Carbonated Beverage Sponsorship	Year Round	01/01/16 - 12/31/17	\$100,000.00 Sponsorship Fee + \$3.00 per gallon/case rebate	
SA-014-16IO	Dr. Solar's Medicine Show	Imaginology Entertainment	Imaginology	04/15/16 - 04/17/16		\$2,700.00
SA-019-16AS	Monster Truck Entertainment, LLC	"Monster X Tour Monster Truck Show" in the Action Sports Arena	Fair Time	07/27/16 - 07/31/16		\$88,950.00
SA-020-16HB	Sarraf Songs, Inc. f/s/o Wings Band	"Wings Band" in The Hangar	Fair Time	08/05/16		\$8,500.00
SA-021-16BB	Matt Marble f/s/o The Hula Girls	"The Hula Girls" performing in Baja Blues	Fair Time	07/15/16 - 07/17/16		\$1,800.00
SA-022-16BB	Firepan Media f/s/o Smith	"Smith" performing in Baja Blues	Fair Time	08/03/16 - 08/07/16		\$3,125.00
SA-024-16GE	Ramon J. Rodarte f/s/o Karaoke Rockstarz	"Karaoke Rockstarz" on the Meadows Stage	Fair Time	07/15/16 - 08/14/16		\$32,600.00
SA-025-16HB	Music Zirconia, Inc. f/s/o Billy Joel 2 Elton John	"Billy Joel 2 Elton John" performing in The Hangar	Fair Time	07/27/16		\$5,500.00
SA-027-16GE	IAI Presentations, Inc. f/s/o The Peking Acrobats	The Peking Acrobats on Plaza Pacifica Stage	Fair Time	07/15/16 - 08/14/16		\$76,650.00
SA-028-16HB	Young Hutchison	"Jumping Jack Flash" in The Hangar	Fair Time	08/11/16		\$4,000.00
SA-029-16GE	Robert Smith Presents, LLC f/s/o The Conjurer	The Conjurer	Fair Time	07/15/16 - 08/14/16		\$21,275.00
SA-030-16GE	Mike Barnard	Tadpole the Clown	Fair Time	07/15/16 - 07/31/16		\$6,000.00
SA-031-16GE	Karen Barnard	Katie the Clown	Fair Time	07/15/16 - 07/31/16		\$6,000.00
SA-261-SP	Live Nation Entertainment, Inc,	Kurios Graphics on Parking Tickets	Year Round	06/18/15 - 08/16/15	\$1,800.00	
SA-264-15MA	Aquatic Service, Inc.	Fountain Maintenance	Year Round	10/01/15 - 09/30/16		\$4,999.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-17-11FA	Medical and Safety Management, Inc.	Emergency Medical Technician Services	Year Round	12/22/10 - 02/28/15		\$6,000.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-269-15HR	Department of Human Resources	On-line Selection System Services	Year Round	07/01/15 - 06/30/16		\$5,500.00

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-270-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason
 Public Works Contractor's License

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District.

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the Sponsor or Pepsl.

BOTTLING GROUP, LLC2. The agreement term is from 01/01/16 through 12/31/17 w/ **three (3) option years**3. The maximum amount payable is **\$100,000.00 CASH SPONSORSHIP w/ REBATES, MEDIA TRADE, AND PRODUCT****DONATION** pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____

Other _____ (Attach list if applicable.)

4. Payment Terms:

 ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER Payable to: **"OC Fair & Event Center"**

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.

 ADDITIONAL PAGES ATTACHED

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC* 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		BOTTLING GROUP, LLC			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Michele Richards, Vice President, Business Development		Robert Bustos, Key Account Manager			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		27717 Aliso Creek Rd, Aliso Viejo, CA 92656 (949) 643-5764			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Sales	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AND DISTRICT AGREE:

This sets forth the agreement (“*Agreement*”) between 32nd District Agricultural Association, with its principal place of business at 88 Fair Drive, Costa Mesa, CA 92626 (the “*District*”) and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 (“*Pepsi*”).

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the District; and

WHEREAS, Pepsi has submitted a bid in response to an invitation to bid issued by the District for the exclusive right to develop and carry out a program for the sale of its beverage products in all facilities owned or operated by the District; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the District has determined that it is in the best interests of the District to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the District and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the District in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

“*Approved Cups*” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the District shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups.

“*Beverage*” or “*Beverages*” means, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks,



(vii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”).

Notwithstanding the above “**Beverage**” or “**Beverages**” does not include fresh lemonade, brewed coffee and tea, milk, water, and aguas frescas.

“*Cases*” shall mean the number of cases of Packaged Products purchased by the District from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“*Competitive Products*” shall mean any and all Beverages other than the Products.

“*District Marks*” shall mean (i) the Designations (as defined below) and (ii) the District’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, District Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to the District, at the beginning of the Term or which will be created during the Term, if any.

“*Designations*” shall include, but not be limited to, the following: “A Proud Sponsor of the [District],” “Official Soft Drink of the [District]” and “Official Sponsor of the [District].”

“*Equipment*” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) retail single-serve food service equipment and (ii) fountain service equipment.

“*Facilities*” shall mean the entire premises of every facility owned, leased, occupied or operated by the District or its Food Service Provider, now or in the future, including all buildings, the grounds, dining facilities, snack bars, food carts, and concession stands, and, for each building, the grounds, dining facilities, unbranded and branded food service outlets and vending areas.

The District shall make best efforts to provide the same rights to Pepsi for parking lots as the foregoing Facilities.

“*Food Service Provider*” shall mean any food service provider which may serve at the Facilities at any point during the Term. The District acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the District’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the District is currently self-operated, the District switches to a Food Service Provider, or (ii) if the District currently uses a Food Service Provider to operate its concessions, such agreement between the District and the



current Food Service Provider expires or is terminated, and the District enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the District and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the District fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then District hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the District by an amount equal to the incremental costs incurred by Pepsi as a result of the District's change in Food Service Providers.

"*Gallons*" shall mean the number of gallons of the Postmix Products purchased by the District from Pepsi.

"*Packaged Products*" shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"*Postmix Products*" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"*Products*" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

Notwithstanding the above Products shall not include fresh lemonade, brewed coffee and tea, milk, water, and aguas frescas.

"*Year*" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. **TERM.**

The term of this Agreement shall be for a Two (2) year period beginning on January 1, 2016 and expiring on December 31, 2017, unless sooner terminated as provided herein ("*Term*").

3. **GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.**

During the Term, District hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. **Beverage Availability at the Facilities.**

(1) **Grant of Rights.**



(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at all other special events conducted at or any location on the Facilities (“*Special Events*”). The Products shall be the only Beverages sold, dispensed or served at the Facilities, and the Products shall be sold at all food service concession locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the District after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; provided, however, that the District will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by District or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by District or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with the District and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. District shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The District shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with District and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi’s expense.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, District grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:



(1) Menu Board Advertising.

District agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to Districts at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by District at District's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

District agrees that all Products served, sold or dispensed at concession locations in which Products are served to Districts at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the District shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi.

Notwithstanding the above, District shall not be required to order non-profit concessionaires during the annual Imaginology event or concessionaires during ethnic events to purchase Beverages or Approved Cups from Pepsi; provided however that both types of concessionaires shall be required to purchase and sell only non-competing brands.

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, District hereby grants to Pepsi the right to advertise and promote Products in and with respect to the District and the District Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

(2) Design and Installation of District Advertising.

Pepsi agrees, at its own cost, to provide District with the general design of all District Advertising. The District Advertising shall be constructed and installed by Pepsi (or an agent thereof) at Pepsi's sole cost and expense. All District Advertising shall be in conformity with the general scheme and plan of the District and the surrounding areas.



(3) Advertising/Signage Changes/Removal.

District recognizes Pepsi's right to change, modify, alter or remove its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse District for all reasonable costs and expenses incurred by District in changing, modifying, altering or removing any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify, change, alter or remove the promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi's sole cost and expense. District shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi's advertising.

(4) Maintenance of Signage.

District shall maintain all Facility Advertising and other signs and advertising for Products in good order. District shall effect any necessary repairs reasonably determined by District at District's sole cost and expense. Where practical, District shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

District hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the District and the annual OC Fair, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the District Marks for Promotional Activities.

District hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the District Marks for the limited purposes of promoting Products within the context of promotional activities. District acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and Districts.



Notwithstanding the above, any use of District Marks shall require prior approval from District, and such approval shall not be unreasonably withheld.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the District Marks and Related Proprietary Rights.

District represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the District Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the District Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the District Marks other than the right to use such District Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of District and its affiliates and cooperate with District and its affiliates to procure any protection or to protect any of the rights of District and its affiliates in and to the District Marks. Pepsi shall cause to appear on all materials incorporating the District Marks such legends, markings and notices as District or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the District Marks. Pepsi shall not make any alterations or changes to the design or type of the District Marks without the prior written consent of District.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "*Pepsi Marks*") under a license from PepsiCo, Inc. District acknowledges that nothing contained in this Agreement shall provide District with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. District (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. District shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. District shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. GRANT OF OTHER RIGHTS.

A. Sampling.

District agrees to permit to conduct, at Pepsi's sole cost and expense including applicable site fees, limited sampling of Pepsi products at the Facilities in a form and manner as specifically



authorized and approved by District and in accordance with rules and procedures established by District, in its sole discretion, as may be amended or supplemented from time to time by District.

B. Additional Rights.

District agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. EXCLUSIVITY.

A. During the Term, District, its agents, representatives, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise or sponsor Competitive Products at the Facilities or in connection with the District and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed at the Facilities.

B. District recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, District, and/or District Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the District will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "*Ambush Marketing*" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, District and/or District Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, District and/or District Marks by referring directly to the Facilities, District and/or District Marks.

Notwithstanding anything in this agreement, Pepsi and the District agree that the District does not own the billboard on the East side of the property and that the exclusivity indicated in this section A.6 of the Agreement shall not be applicable to the billboard.

7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by District as described herein, and provided District is not in breach of this Agreement, Pepsi agrees to pay to District:

A. Annual Sponsorship Fees.

An Annual Sponsorship Fee (the "*Annual Sponsorship Fee*"), payable annually pursuant to the following:

Year	Applicable Time Period	Amount	Due Date: within 60 days after:
------	------------------------	--------	---------------------------------



1	January 1, 2016 – December 31, 2016	\$50,000	The execution of this Agreement by both parties.
2	January 1, 2017 – December 31, 2017	\$50,000	January 1, 2017
3	January 1, 2018 – December 31, 2018	\$52,500	January 1, 2018
4	January 1, 2019 – December 31, 2019	\$55,125	January 1, 2019
5	January 1, 2020 – December 31, 2020	\$57,881	January 1, 2020

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

B. Rebates.

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the District and its Food Service Provider pursuant to this Agreement, and shall provide the District with rebates calculated based on applicable amounts set forth below (the “*Rebates*”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

<u>Rebate Amount</u>	<u>Applicable Products</u>
\$3.00/Gallon	All Postmix Products
\$3.00/Case	20oz Carbonated Soft Drinks/Non-Carbonated Soft Drinks 24-pk Packaged Products (Excludes Water)
\$3.00/Case	20oz Gatorade 24-pk Packaged Products

8. ADDITIONAL CONSIDERATION.

In addition to the consideration specified above, and provided District is not in breach of this Agreement, Pepsi shall provide the following further consideration to the District:

A. \$150,000 MEDIA VALUE TRADE committed in years 2016, 2017 and 2018. In Each Agreement Year of 2016, 2017 and 2018, Pepsi will offer District media opportunities to promote the OC Fair and the OC Fair & Event Center, valued at up to Fifty Thousand Dollars (\$50,000) each Agreement Year of 2016, 2017, and 2018 (“Annual Media Support”). Timing of such media opportunities are subject to availability. Pepsi and District will meet periodically to discuss upcoming Media schedule. Any Annual Media Support not utilized in any Agreement Year may not be carried over to a subsequent Year and is not redeemable for cash value.

B. Pepsi will provide annual Product Donations on 12oz CSD cans of up to a total of one hundred (100) cases per Year across the Facilities upon request of the District; *provided, however,* that the District will administer all requests through a central contact so that the District



may prioritize the requests. District acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

C. Pepsi will provide separate invoicing to each concessionaire, and provide the District with monthly velocity reports as needed.

D. Pepsi will provide private label artwork on cans or panels (provided by District) to promote the Annual Fair throughout the term.

9. **EQUIPMENT AND SERVICE.**

A. **Beverage Dispensing and Other Equipment.**

(1) Pepsi shall, based upon Pepsi's survey of the Facilities' needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the District, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Facilities without Pepsi's written consent, and the District agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the District, remove all Equipment from the Facilities at no expense to the District.

(4) Pepsi will employ Pepsi employees to process and deliver products to every vendor located inside the OC Fair & Event Center.

B. **Service to Equipment.**

Other than routine maintenance, which shall be the responsibility of and completed by Food Service Provider or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide District with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each District request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

10. **REMEDIES FOR LOSS OF RIGHTS - TERMINATION.**

A. **District's Termination Rights.**



Without prejudice to any other remedy available to District at law or in equity in respect of any event described below, this Agreement may be terminated by District at any time effective thirty (30) days following written notice to Pepsi from District if:

- (1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or
- (2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within three (3) days after written notice of default is delivered to Pepsi; or
- (3) There is an erosion of Pepsi's brand.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the District if (i) any of the Products are not made available as required in this Agreement by the District, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the District; or (iv) District breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give District notice of the event and where applicable (for events within District's control), shall provide District forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the District a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination).

C. Additional Termination Rights Available to Pepsi and District.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent



(unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10, then Pepsi shall be entitled to from District, without prejudice to any other right or remedy available to Pepsi, and District shall pay to Pepsi all funding paid by Pepsi to the District which remains unearned as of the time of termination. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). If District terminates this Agreement pursuant to Section 10, then the District shall be entitled to all funding paid by Pepsi to the District as of the time of termination.

11. TAXES.

District acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the District in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

12. CONFIDENTIALITY.

Pepsi is aware and understands that all information provided in any medium pursuant to this Agreement is subject to public records request in accordance with the California Public Records Act.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and



(2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

14. INDEMNIFICATION.

A. Pepsi will indemnify and hold the District harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the District's negligence or willful misconduct).

B. To the extent permitted by applicable law, the District will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the District (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

15. INSURANCE.

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when



deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
27717 Aliso Creek Road
Aliso Viejo, CA 92656
Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to District:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Notwithstanding the above, Pepsi and District agree that notices shall be deemed duly given 3 days after the sending through electronic mail if the electronic mail is properly addressed. Notices provided by District shall only be deemed valid if issued by the Contracting Department, Vice President of Business Development, Director of Events, Commercial & Concessions Supervisor, or District's Contracted Sponsorship Agency.

17. **ASSIGNMENT.**

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. District represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial,



without jury, before the Courts of the State of New York, or the United States District Court having jurisdiction in Westchester County, New York, or, if neither of such courts shall have jurisdiction, then before any court sitting in Westchester County, New York having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of New York in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

21. PRIOR NEGOTIATIONS: ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of District.

22. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.



23. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

24. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

25. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

26. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

27. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.



Exhibit A

Current description & pricing for Postmix Products and Packaged Products

District acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Notwithstanding the above, Pepsi acknowledges and agrees that annual increase of any pricing provided herein shall not exceed five (5) percent.

JANUARY 2016 – DECEMBER 2016 PRICING

B & C Pricing

Brand	Package	#/Case	Price	Per Unit Price
<u>Isotonics/ Flavored Water</u>				
SoBe Life Water	20 oz	24	\$13.93	\$1.16
Gatorade	20 oz	24	\$19.50	\$0.81
Gatorade G2	20 oz	24	\$19.50	\$0.81
<u>Soft Drinks / Juice Drinks / Teas</u>				
Carbonated Soft Drinks/Tropicana/Lipton	20 oz	24	\$21.00	\$0.88
Lipton Sparkling Tea	12 oz	12	\$09.50	\$0.79
Lipton Pure Leaf	12 oz	12	\$12.48	\$1.04
Dole/Ocean Spray Juice	15.2 oz	12	\$15.32	\$1.28
SoBe Juices Plastic Bottle	20 oz	12	\$15.85	\$1.32
Mt. Dew Kick Start	12 oz	12	\$12.00	\$1.00
Mt. Dew Kick Start	16 oz	12	\$14.00	\$1.17
<u>Energy Drinks</u>				
Starbucks Doubleshot Energy Can	15 oz	12	\$21.53	\$1.79
AMP Energy	16 oz	12	\$19.18	\$1.60
Rockstar Energy	16 oz	24	\$34.28	\$1.43
<u>Ready To Drink Coffee</u>				
Starbucks Doubleshot 12 Pack	6.5 oz	12	\$21.31	\$1.78
Starbucks Doubleshot 24 Pack	6.5 oz	24	\$42.53	\$1.77
Frappuccino Glass Bottle	9.5 oz	12	\$19.01	\$1.58
Frappuccino Glass Bottle	9.5 oz	24	\$38.03	\$1.58
Frappuccino Glass Bottle	13.7 oz	12	\$25.28	\$2.11



<u>Other</u>				
Muscle Milk	14 oz	12	\$32.14	\$2.68
O.N.E. Coconut Waters	16.9 oz	12	\$20.35	\$1.70
Fruit Shoots	10.1 oz	12	\$15.20	\$0.63



Exhibit A (Continued)

Fountain Pricing

Carbonated Soft Drinks	Per Gallon	Gal/Box	Per Box
Pepsi	\$13.96	5	\$69.81
Diet Pepsi	\$13.96	5	\$69.81
Sierra Mist	\$13.96	5	\$69.81
Mountain Dew	\$13.96	5	\$69.81
Mug Root Beer	\$13.96	5	\$69.81
Wild Cherry Pepsi	\$13.96	5	\$69.81
<i>Orange Crush</i>	\$13.96	5	\$69.81
<i>Dr Pepper</i>	\$13.96	5	\$69.81
<u>Non Carbonated Drinks - Lipton / Tropicana</u>			
Lipton Unsweetened Brisk Tea	\$13.96	5	\$69.81
Lipton Brisk Tea (Raspberry or Peach)	\$13.96	5	\$69.81
Tropicana Yellow Lemonade	\$13.96	5	\$69.81
Tropicana Pink Lemonade	\$13.96	5	\$69.81
Tropicana Fruit Punch	\$13.96	5	\$69.81

Supplies Pricing

Cup Pricing	Quantity Per Case	Price Per Case	Price Per Cup
12 oz Double Poly Paper	2000	\$75.58	\$0.04
16 oz Double Poly Paper	1000	\$50.80	\$0.05
24 oz Double Poly Paper	1000	\$70.92	\$0.07
32 oz Double Poly Paper	480	\$54.20	\$0.11
44 oz Double Poly Paper	480	\$63.75	\$0.13

Lid Pricing	Quantity Per Case	Price Per Case	Price Per Lid
Lids for 12 oz - 24 oz Cup	2000	\$41.15	\$0.02
Lids for 32 oz - 44 oz Cup	960	\$41.15	\$0.04

Other Supply Items	Size	Case/Pack	Price Per Case	Cost/Unit
Straws	10.25"	2000	\$28.07	\$0.01
Straws	7.75"	5000	\$46.00	\$0.01



Other Supply Items	Refundable Deposit	Price Per Cylinder
CO ₂ (20lb)	\$25.00	\$22.06
CO ₂ (50lb)	\$25.00	\$33.10



Exhibit B

Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi

A. Facilities and Print Advertising.

- (1) Facilities Advertising.
Such advertising as may be mutually agreed upon between the parties
- (2) Print Advertising.
Such advertising as may be mutually agreed upon between the parties

B. Additional Rights.

1. TICKETS AND HOSPITALITY.

District will provide Pepsi during the Term with:

- a) The District will provide exclusive beverage availability and sponsorship rights to Sponsor of the Beverages. The Beverages shall be the exclusive carbonated and non-carbonated non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term. The products, cups and CO₂ will be purchased directly from Pepsi by District, food service provider, concessionaires and any other third parties selling Pepsi Beverages at the OC Fair & Event Center at the prices established by Pepsi pursuant to this Agreement except as expressly permitted in this Agreement.
- b) The District will feature the Pepsi logo and link on the OC Fair and OC Fair & Event Center homepage for the duration of the Term.
- c) The District will acknowledge Pepsi as a sponsor in all available OC Fair print advertising.
- d) Each Year, the District agrees to provide Pepsi with three hundred (300) OC Fair Admission Tickets.
- e) Each Year, the District agrees to provide Pepsi with ten (10) tickets in VIP box to each of twenty-three (23) Pacific Amphitheatre concerts during each annual OC Fair for the duration of the term.
- f) Each Year, District agrees to provide Pepsi with Ten Thousand Dollars (\$10,000.00) credit towards mobile marketing tour fees for sampling purposes. Pepsi agrees to schedule any mobile marketing tour by May 1st annually or the use of the credit will be subject to availability. Pepsi shall be charged at the published mobile marketing tour rates and the credit shall expire on an annual basis if not used.



SPONSOR AGREES:

Notwithstanding anything herein, the Sponsor shall allow the District four (4) annual unencumbered events where the District and the District's Food Service Providers shall have the right to sell, purchase, endorse, sponsor, market and advertise competitive products.

- End Exhibit A -



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.
- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



- End Exhibit B -

CONTRACT NUMBER SA-014-1610	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE TO:
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason
 Public Works Contractor's License
 Exempt from bidding

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor. DR. SOLAR'S MEDICINE SHOW
---	---

2. The agreement term is from 04/15/16 through 04/17/16

3. The maximum amount payable is \$ 2,700.00 pursuant to the following charges:
 Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ 2,700.00

4. Payment Terms (*Note: All payments are in arrears.*) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2016 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (*Attached hereto as part of this agreement*)
- Exhibit D – Special Terms and Conditions (*Attached hereto as part of this agreement*)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)
 GTC*SF 610 GIA* *If not attached, view at www.ols.dgs.ca.gov/Standard+Language
 Other Exhibits (*List*) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME DR. SOLAR'S MEDICINE SHOW	
BY (Authorized Signature) <u> </u>	DATE SIGNED <u> </u>	BY (Authorized Signature) <u> </u>	DATE SIGNED <u> </u>
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Terry Robinson, Owner	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS P.O. Box 4462, Citrus Heights, CA 95611 (916) 524-1176, terry@drsolar.com	

FUND TITLE Operating	ITEM 5780-41	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER <u> </u>			DATE SIGNED <u> </u>



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the exhibit, "Dr. Solar's Medicine Show," Friday, April 15 through Sunday, April 17 for the 2016 OC Fair Imaginology.
- B. Exhibit will include the wagon (The World's First Solar Powered Theatre) and bike (The World's First Solar Powered Oddities Museum).
- C. To provide a minimum of three (3) 30-minute performances each day.
- D. Performance times shall be determined by mutual agreement of Contractor and the District.
- E. To cover all expenses and provide all props.
- F. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
- B. To provide all necessary credentials and parking passes, as determined by the District.
- C. To provide a minimum of 20' x 21' space for the exhibit as well as adequate seating area for audience. Space must have a minimum of six (6) hours per day of sun for solar wagon. Backup power will be provided in the event of inclement weather.
- D. To provide one (1) RV camping space.
- E. To pay Contractor TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) upon satisfactory completion of work herein required on Sunday, April 17, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-41

PAYMENT PROVISIONS:

To pay Contractor TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) upon satisfactory completion of work herein required on Sunday, April 17, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby; or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

R. J. O'Neil *AMAR F. D.*

AGREEMENT NUMBER SA-019-16AS
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
MONSTER TRUCK ENTERTAINMENT, LLC
2. The term of this Agreement is: **07/27/16** through **07/31/16** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement is: **\$88,950.00 (\$85,750.00 TALENT; \$3,200.00 ACCOMODATION BUY OUT)**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide the 32 nd District Agricultural Association with all labor, equipment, and materials to produce “Monster X Tour Monster Truck Show” July 27 – July 31 for the 2016 OC Fair. See Page 2 for additional details about event start and finish times.	Pages 1 – 5
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7 – 10
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 11 – 14
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)	Pages 15 – 18
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
MONSTER TRUCK ENTERTAINMENT, LLC		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Tony Maderazzo, Chief Operations Officer		
ADDRESS		
4921 Industry Drive, Central Point, OR 97502 (480) 773-6822 or (602) 531-3334		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Monster X Tour Monster Truck Show, from Wednesday, July 27, 2016 through Sunday, July 31, 2016. Event dates and times are as follows.
 - a. Wednesday, July 27, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - b. Thursday, July 28, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - c. Friday, July 29, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - d. Saturday, July 30, at 1:00 p.m. Event must conclude by 3:00 p.m.
 - e. Saturday, July 30, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - f. Sunday, July 31, at 1:00 p.m. Event must conclude by 3:00 p.m.
 - g. Sunday, July 31, at 7:00 p.m. Event must conclude by 9:00 p.m.
2. Move in and set up shall take place beginning Monday, July 25, 2016 through 12:00 p.m., Wednesday, July 27, 2016. There will be a very tight turn-around between the time the previous promoter, whose events close July 24, 2016, has to tear down and move out, and the time Monster X Tour has to move in and set up. It is very important that Monster X arrives prepared and with a spirit of cooperation in order to facilitate changeover in the most efficient way possible. Teardown shall take place following the last race on Sunday, July 31, 2016, and, if necessary, shall conclude no later than Monday, August 1, 2016 at 9:00 a.m.
3. Provisions:
 - a. That the premier consideration in the presentation of the Monster X Tour event is the safety of the audience, staff, participants and all others in attendance.
 - b. To provide five (5) top-level monster trucks.
 - c. To include Tuff Truck racing as part of the event.
 - d. To provide professional event announcer for each show. In addition, to providing color commentary, the announcer shall promote future Monster X events and other events taking place during the 2016 OC Fair. The District representative will provide information pertaining to other OC Fair events. Contractor's announcer may be supplemented by District commentator.
 - e. To design the Monster X Tour track and instruct District operations crew on construction. To oversee the general production of the event and to ensure its safe and successful completion.
 - f. To provide and place crushed vehicles on the Monster Truck track.
 - g. To assist in the identification and orchestration of promotional and media opportunities associated with the event and performances.
 - h. To promote the event(s) on Contractor's website.
 - i. To provide participant and public liability insurance, which includes any VIP Pit Party and General Pit Party events.
 - j. To oversee and be responsible for payment to individual drivers.
 - k. To provide Monster Trucks for displays and/or parades. Displays and/or parades will be onsite only, trailers will not be necessary.
4. Promotional Support:
 - a. To provide news release to the District for electronic and print media. All media should be directed through the OC Fair Communications Director, Robin Wachner (rwachner@ocfair.com).
 - b. To provide driver for interviews.
 - c. Design an "OC Fair" specific Monster Truck poster for marketing use.



EXHIBIT A – SCOPE OF WORK (CONT.)

- d. If safe, appropriate and space permits, to display three (3) Monster Trucks around the OC Fair. Placement will be under the direction of the District's Entertainment staff.
5. Merchandise:
 - a. Contractor shall retain 100% of merchandise sales and will be solely responsible for merchandise sales staffing.
 - b. Merchandise must depict graphics and text as appropriate for a family-oriented environment of all ages.
6. Participant/Staff Parking:
 - a. Participant's parking to be located in the Action Sports Arena "Pit Area." Staff parking to be located in designated parking areas, as directed by District Management.
 - b. Contractor to provide all event management, participants and officials necessary to execute the performance events in a highly professional and timely manner.
7. Notice of Schedule of Events:
 - a. To provide copy of all advertising and promotional material related to District event(s) before it is released. No advertising material should be released without first being reviewed by the District's Marketing Director, Ruby Lau (rlau@ocfair.com).
8. Race:
 - a. No race or event shall begin without emergency services personnel on standby in the "Pit Area." Emergency personnel shall be provided by the District.
 - b. No alcoholic beverages to be consumed in the "Pit Area" by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor accepts the responsibility for monitoring and enforcing this restriction.
 - c. The "Pit Area" to be restricted to participants, mechanics and officials until the race program is concluded, unless Contractor's insurance specifically allows.
 - d. All repair and maintenance of vehicles shall be performed in designated "Pit Area" only.
 - e. To adhere to all State of California building, safety and fire codes and laws.
9. Sound Mitigation:
 - a. To be held responsible for the installation of effective and approved mufflers on all motorized racing event participant vehicles in order to reduce noise and to be in compliance with the rules and regulations set forth herein regarding noise. Each vehicle must have a minimum of a series chain of two (2) mufflers per header (four (4) at minimum). Mufflers must be of a type designed to specifically and significantly reduce radiated noise.
 - b. Contractor fully understands that the decibel levels outlined herein are to be strictly adhered to:
 - i. Noise levels are adhered to by the District throughout the event(s) and consist of listening tests as well as measurements. At no time, in any housing area, shall the decibel level be above 55 dB, Z weighted.
 - ii. Complaints from the surrounding housing areas will be addressed by the District sound monitor in the housing area and a physical listening assessment of the noise will be conducted. Audible noise, irrespective of measured noise, must be reduced to a level specified by the District monitor.
 - iii. Contractor agrees to a sound check for each Monster Truck vehicle and Tuff Truck vehicle prior to each event. These tests will be conducted under the conditions of the actual event.



EXHIBIT A – SCOPE OF WORK (CONT.)

- c. Sound system will be set at a decibel level specified and controlled by the District. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 9:30 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
 - d. Failure to comply with District sound restrictions and mandated mitigation requirements may result in cancellation of the event by District management with the performance fee being reduced by the appropriate prorated amount.
10. Food/Alcoholic Beverage Concessions
- a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.
11. Exit Gates:
- a. No major exits shall be obstructed or secured in the closed position.
12. Additional Costs:
- a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor shall be billed.
13. Acceptance of Grounds:
- a. Contractor accepts the grounds as they exist. Should Contractor view an area and feel it is unsafe, Contractor must report the area immediately to the District.
14. Injuries:
- a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.
15. Decorative Materials:
- a. All decorating material must be removed by Contractor at the conclusion of the event.
 - b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is prohibited. Masking tape and duct tape is permitted.
16. Signs:
- a. That the District has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair Monster X Tour sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.
17. Arrival of Items:
- a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.
18. Distribution Outside Contracted Space:
- a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.



EXHIBIT A – SCOPE OF WORK (CONT.)

19. Additional:

- a. The Contractor is fully responsible for the behavior and actions of all riders and participants, all rider and participant guests given access to the backstage/PIT area, all employees of Monster X Tour, and all sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be taken while any of the aforementioned are on the OC Fair & Event Center grounds. If any riders or participants violate this restriction, they will not be allowed to participate in the event and the rider portion of the event fee will be reduced by 10% per incident. Employees of the Monster X Tour are expected to act in a professional manner at all times while on the OC Fair & Event Center grounds. If employees of the Contractor abandon their responsibilities in advance of the event, during the event or following the event, it is the expectation that Contractor will provide a fully qualified replacement or that the performance fee will be reduced by an appropriate amount.
- b. Contractor is responsible for the oversight of all rider, participant, guest and employee activity in the backstage/PIT area, including but not limited to behavior, parking and registration.
- c. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- d. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed EIGHTY EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$88,950.00) inclusive of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) accommodation buyout upon satisfactory completion of work herein required on Sunday, July 31, 2016

Operations / Production

1. To provide the Action Sports Arena (Production Trailer, Action Sports Ticket Office, Action Sports Restrooms, Racetrack, entire area fenced in and enclosed for seating of the public and pit area for participants).
2. To provide equipment and operations crew to build the event track under the direction of Contractor. This includes one (1) loader, or similar machine, and one (1) 8,000-pound all-terrain, extended reach forklift. Equipment pieces will be available from July 25, 2016, at 9:00 a.m. through August 1, 2016, at 9:00 a.m.
3. To provide emergency services personnel for races.
4. To provide adequate parking for participants.
5. To provide all necessary lights and sound required to produce event performances.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 31, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist and Contractor (terms may be used interchangeably) shall adhere to all starting times as indicated in this Agreement.

PERFORMANCE LENGTH/TIMES

Contractor shall adhere to performance lengths and times as indicated in this Agreement.

CURFEW

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the 32nd District Agricultural Association (District) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand (\$1,000) dollars per minute for the first five (5) minutes and an additional ten thousand (\$10,000) dollars for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are not residents of California will be subject to seven percent (7%) State Withholding at Source as determined by the Franchise Tax Board.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the event. However, this opening time is subject to change at the discretion of the District. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the District, State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

Contractor shall be bound by the sound covenant and shall at all times during any pre-event sound tests and the event operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees that the event may be terminated.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter:

1. FOH @ mixer location: 95 dB flat.
2. Back of stage, 75 feet: 80 dB flat.
3. Sides of stage, 75 feet: 75 dB flat.
4. Surrounding housing areas: 55 dB.

Number 4 is the limiting and deciding factor: 1-3 don't matter if 4 is exceeded.

All other measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Artist agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA – WEB SITE

The District requires that the Contractor place specific information about the OC Fair on its website. Information should include the entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).



EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - INTERVIEW

The District also requires that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1707 to coordinate the interview.

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

RENTAL EQUIPMENT

The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

GROUND TRANSPORTATION

The District will not provide or be responsible for ground transportation of any kind.

HOSPITALITY

The District will provide hospitality only when contracted. When contracted, the District will provide *only* lunch and dinner service chosen from a District determined menu. District will use Contractor's contract rider as a guide but will make the final decision as to the meal that will be served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. after show and/or tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer.

The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CD's is 90%/10%. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

SPONSORSHIPS

The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedence over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Action Sports Arena is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Action Sports Arena.

INSURANCE

Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage of one million (\$1,000,000) dollars for General Liability and Automobile Liability, in a manner and form acceptable to the District. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.



EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

FORCE MAJEURE CLAUSE

The District's obligation are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Action Sports Arena or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.



EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

PROMOTIONAL MATERIAL & ADVERTISING

Upon receipt of contract, Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artists' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Artist logos will not be used in any promotional materials.

COMPLIMENTARY TICKETS

The District will provide complimentary reserved seat tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand (\$1,000) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F.S.O." (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-



EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit F-

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

R. Dan A. MacFarlane

CONTRACT NUMBER SA-020-16HB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor. SARRAF SONGS, INC F/S/O WINGS BAND
---	--

2. The agreement term is from 08/05/16 through 08/05/16

3. The maximum amount payable is \$ 8,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 8,500.00 (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2016 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)
 GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SARRAF SONGS, INC F/S/O WINGS BAND	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Ardavan Sarraf, Owner	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 164 Roundup Rd. Glendora, CA 91741 (760) 537-1159 ardavan1970@outlook.com	

FUND TITLE Operating	ITEM 5770-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
--------------------------------	------------------------	-------------	---------	---------	-------------

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER *[Signature]* DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Wings Band" (A Tribute to Paul McCartney and Wings) on August 5, 2016.
2. To perform one (1) 90 – 120 minute set on The Hangar stage beginning at 8:30 p.m.
3. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 50 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities.
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with venue Production Manager at hangarproduction@ocfair.com.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
5. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
6. Any labor to strike or restore changes or additions to the existing production in The Hangar at the OC Fair will be at the sole expense of the Contractor.
7. If seat kills are required as a result of additional production elements brought into The Hangar by the Contractor, Contractor will be charged the face value of tickets representing lost seats.

CONTRACTOR AGREES (Continued):

Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

Merchandise

1. Option 1: Venue sells, with a 70/30 split on all non-copyrighted material and 90/10 on copyrighted material.
2. Option 2: Contractor sells: 75/25 split on all non-copyrighted material and 90/10 on copyrighted material.
3. Regardless of merchandise option, Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Hangar at the OC Fair is a tobacco-free venue and its use therein is strictly forbidden.
2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight (8) band members, crew and management.

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2016 OC Fair collateral material.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US Mail.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as "Artist") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO of the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Artist shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Artist shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Artists who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District at least ten (10) days prior to the performance date.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Artist will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Artist's monitor system, at Artist's request, at no additional cost to the District.

Artist shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Artist agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Artist shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Artist agrees to immediately terminate the concert.

In addition to the above terms, Artist agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Artist place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Artist consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District. Please contact the District's Communications Department at (714) 708-1743 to coordinate the interview.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Artist agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Artist.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CDs is 90%/10%. District will provide adequate point(s) of sale. Please contact the Production Office for merchandising contact.

SPONSORSHIPS

The District's sponsorships will take precedence over Artist's sponsorships. Artists who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Artist's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Artists shall not receive any revenues from District sponsorships.

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Artist impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Artist, then the Artist shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Artist and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

WORKERS' COMPENSATION INSURANCE

Artist warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Artist's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Artist will indemnify and hold harmless the District in the event it did not have the insurance.

Artist further certifies that by signing this Agreement, Artist will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Artist shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Upon receipt of contract, Artist shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Artist names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Artist will not have prior approval of any Fair-related promotional or advertising material. All Artist guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artist's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

ARTIST COMPLIMENTARY TICKETS

The District will provide the Artist with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Artist. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Artist's guests will be subject to a parking charge at the event. If available, the Artist may purchase additional tickets through the OC Fair box office.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand dollars (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artist's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Artist or Artist's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Artist to the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Artist on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President,
Business Development
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER SA-021-16BB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE _____ % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the Contractor.

MATT MARBLE F/S/O THE HULA GIRLS2. The agreement term is from 07/15/16 through 07/17/163. The maximum amount payable is \$ 1,800.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,800.00 (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		MATT MARBLE F/S/O THE HULA GIRLS			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Michele Richards, Vice President Business Development		Matt Marble			
ADDRESS		ADDRESS / PHONE / EMAIL			
88 Fair Drive, Costa Mesa, CA 92626		2884 Monterey Avenue, Costa Mesa, CA 92626 (949) 735-2561			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5780-70				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the entertainment group, "The Hula Girls," July 15 through July 17, in Baja Blues at the 2016 OC Fair.
- B. The performances begin at 8:30 p.m. on 7/15 and 7/16; 8:00 p.m. on 7/17; and consist of three (3) sets of approximately 45 minutes on and 15 minutes off
- C. To provide biographical and news release information as necessary.
- D. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- F. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide complimentary parking and OC Fair admission for band members, crew and management.
- B. To provide promotion and advertising as part of the 2016 OC Fair collateral material.
- C. To pay Contractor a total sum not to exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-022-16BB

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

[REDACTED]

*Ryan Amador*Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:**32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626****FOR STATE USE ONLY**

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

CONTRACTOR'S NAME, hereafter called the Contractor.

32ND DISTRICT AGRICULTURAL ASSOCIATION**FIREPAN MEDIA, LLC F/S/O SMITH**2. The agreement term is from 08/03/16 through 08/07/163. The maximum amount payable is \$ 3,125.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 3,125.00 (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC*SF **610** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) **CCC-307** attached hereto as part of this agreement.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		FIREPAN MEDIA, LLC F/S/O SMITH			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
<i>[Signature]</i>		<i>[Signature]</i>			
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Michele Richards, Vice President Business Development		Mike Wallace or Brandi Smith			
ADDRESS		ADDRESS / PHONE / EMAIL			
88 Fair Drive, Costa Mesa, CA 92626		22851 Hickory Hills Ave., Lake Forest, CA 92630 310-365-4344 brandismith@me.com			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5780-70				
SIGNATURE OF ACCOUNTING OFFICER				DATE SIGNED	
<i>[Signature]</i>					
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the entertainment group, "Smith," in Baja Blues from August 3 - August 7 for the 2016 OC Fair.
- B. The performances shall take place Wednesday, Thursday and Sunday from 8:00 p.m. to 11:00 p.m.; Friday and Saturday from 8:30 p.m. to 11:30 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide complimentary parking and OC Fair admission for band members.
- B. To provide the Baja Blues stage, lights and sound.
- C. To pay Contractor a total sum not to exceed THREE THOUSAND ONE HUNDRED AND TWENTY FIVE DOLLARS (\$3,125.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US mail.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

RJR AMR F DM

AGREEMENT NUMBER SA-024-16GE
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
RAMON J. RODARTE F/S/O KARAOKE ROCKSTARZ

2. The term of this Agreement is: **07/15/16** through **08/14/16** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$32,600.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide entertainment at the 2016 OC Fair. See Page 2 for additional Scope of Work. Page 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) RAMON J. RODARTE F/S/O KARAOKE ROCKSTARZ		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ramon J. Rodarte		
ADDRESS 2525 Larry Circle, Carson City, NV 89706 (775) 721-5067		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide the entertainment group, "Karaoke Rockstarz," from July 15 – August 14 on a stage TBD at the 2016 OC Fair.
2. The performances are expected to be high quality, high energy karaoke entertainment and shall take place Wednesdays, Thursdays and Sundays from 7:00 p.m. to 11:00 p.m., and Fridays and Saturdays from 7:30 p.m. to 11:30 p.m. (closed Mondays and Tuesdays).
3. While it is understood that the band members and master of ceremonies will have three (3) 20-minute breaks over the course of the night, the band and master of ceremonies should work with OC Fair Entertainment staff to ensure that the band is beginning a performance period that coincides with the end of the performance in the Pacific Amphitheatre venue. A primary goal of the inclusion of Karaoke Rockstarz is to prolong the stay of the OC Fair guests, particularly concertgoers exiting the Pacific Amphitheatre.
4. To provide nightly, four (4) band members, one (1) master of ceremonies and one (1) host to sign-up participants.
5. To provide all musical equipment, including backline.
6. To provide sign-up/request slips for each night's performance.
7. Personal and professional items are the responsibility of the Contractor and the entertainers. The District bears no responsibility for lost or stolen items.
8. Contractor/Entertainers are not considered employees of the District and are solely responsible for State and/or federal taxes, any and all workers' compensation, liability insurance and any other insurance coverage required by the District.
9. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
10. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. No performance or engagement shall be recorded, reproduced or transmitted by the District, from the place of performance in any manner or by any means whatsoever in the absence of a written agreement by the Contractor.
2. Contractor will not be held responsible for a delay in performance start time, so long as the delay of the program is due to some factor under the control of the District. No reduction of compensation will result from any such delay.
3. To provide Contractor with a stage area separated from the audience or dance floor; adequate stage lighting, and sound reinforcement.
4. The agreement of the Contractor to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.
5. To pay Contractor a total sum not to exceed THIRTY TWO THOUSAND SIX HUNDRED DOLLARS (\$32,600.00) upon satisfactory completion of services herein required and according to the payment provisions schedule found in Exhibit B.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THIRTY TWO THOUSAND SIX HUNDRED DOLLARS (\$32,600.00) upon satisfactory completion of services herein required and according to the following payment schedule:

Payment #1:

To pay Contractor for the first eleven (11) days worked for the total not to exceed amount of FIFTEEN THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND THIRTY CENTS (\$15,591.30) upon satisfactory completion of services herein required on Friday, July 29, 2016.

Payment #2:

To pay Contractor for the last twelve (12) days worked for the total not to exceed amount of SEVENTEEN THOUSAND EIGHT DOLLARS AND SEVENTY CENTS (\$17,008.70) upon satisfactory completion of services herein required on Sunday, August 14, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. **Liquor Liability:**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**

- a. For Individual Events Only – Fair, along with fair’s address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**

The contractor/renter must be specifically listed as the insured.

OR

8. **CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. **Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. **Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. **Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers’ compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-025-16HB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER ██████████
REGISTRATION NUMBER		

R. Van Mar F. Jan

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District.

CONTRACTOR'S NAME, hereafter called the Contractor.

32ND DISTRICT AGRICULTURAL ASSOCIATION**MUSIC ZIRCONIA, INC. F/S/O BILLY JOEL 2 ELTON JOHN**2. The agreement term is from 07/27/16 through 07/27/163. The maximum amount payable is \$ 5,500.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 5,500.00 (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) See Section 5 above.**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		MUSIC ZIRCONIA, INC. F/S/O BILLY JOEL 2 ELTON JOHN			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Michele Richards, Vice President Business Development		Brent Meyer, Chief Executive Officer			
ADDRESS		ADDRESS / PHONE / EMAIL			
88 Fair Drive, Costa Mesa, CA 92626		5595 Magnatron Blvd., Suite A, San Diego, CA 92111 323.828.3110, brent@musiczirconia.com			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5770-70				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			SIGNATURE OF ACCOUNTING OFFICER		DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Billy Joel 2 Elton John," presenting "A Tribute to 2 Legendary Piano Men" on Wednesday, July 27, 2016.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at 8:30 p.m.
3. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 50 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities.
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with venue Production Manager at hangarproduction@ocfair.com.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
5. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
6. Any labor to strike or restore changes or additions to the existing production in The Hangar at the OC Fair will be at the sole expense of the Contractor.
7. If seat kills are required as a result of additional production elements brought into The Hangar by the Contractor, Contractor will be charged the face value of tickets representing lost seats.



CONTRACTOR AGREES (Continued):

Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

Merchandise

- a. Option 1: Venue sells, with a 70/30 split on all non-copyrighted material and 90/10 on copyrighted material.
- b. Option 2: Contractor sells: 75/25 split on all non-copyrighted material and 90/10 on copyrighted material.
- c. Regardless of merchandise option, Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Hangar at the OC Fair is a tobacco-free venue and its use therein is strictly forbidden.
2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management.

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty-four (24) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2016 OC Fair collateral material.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US Mail.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as "Artist") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO of the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Artist shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Artist shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Artists who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District at least ten (10) days prior to the performance date.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Artist will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Artist's monitor system, at Artist's request, at no additional cost to the District.

Artist shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Artist agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Artist shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Artist agrees to immediately terminate the concert.

In addition to the above terms, Artist agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Artist place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Artist consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District. Please contact the District's Communications Department at (714) 708-1743 to coordinate the interview.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Artist agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Artist.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CDs is 90%/10%. District will provide adequate point(s) of sale. Please contact the Production Office for merchandising contact.

SPONSORSHIPS

The District's sponsorships will take precedence over Artist's sponsorships. Artists who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Artist's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Artists shall not receive any revenues from District sponsorships.

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Artist impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Artist, then the Artist shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Artist and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

WORKERS' COMPENSATION INSURANCE

Artist warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Artist's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Artist will indemnify and hold harmless the District in the event it did not have the insurance.

Artist further certifies that by signing this Agreement, Artist will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Artist shall be informed of the station selected prior to the engagement.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

PROMOTIONAL MATERIAL AND ADVERTISING

Upon receipt of contract, Artist shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Artist names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Artist will not have prior approval of any Fair-related promotional or advertising material. All Artist guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artist's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

ARTIST COMPLIMENTARY TICKETS

The District will provide the Artist with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Artist. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Artist's guests will be subject to a parking charge at the event. If available, the Artist may purchase additional tickets through the OC Fair box office.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand dollars (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artist's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Artist or Artist's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Artist to the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Artist on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or
Michele Richards, VP Business Development
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-

Richard A. Kramer F. D.

AGREEMENT NUMBER SA-027-16GE
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
IAI PRESENTATIONS, INC. F/S/O THE PEKING ACROBATS

2. The term of this Agreement is: **07/15/16** through **08/14/16** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$76,650.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- Exhibit A – Scope of Work – To present The Peking Acrobats on the Plaza Pacifica Stage at the 2016 OC Fair. See Page 2 for additional details. Pages 1 – 2
- Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11
- Exhibit - D* Special Terms and Conditions
- Exhibit E – Additional Provisions – The Peking Acrobats Technical Rider Requirements, as amended Pages 12 – 13
- Exhibit F – House Rider/Performance Agreement (Attached hereto as part of this agreement) Pages 14 – 17
- Exhibit G – Insurance Requirements (Attached hereto as part of this agreement) Pages 18 – 20

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) IAI PRESENTATIONS, INC. F/S/O THE PEKING ACROBATS	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Cynthia Dike-Hughes, Vice President & COO	
ADDRESS P.O. Box 4, Pismo Beach, CA 93448 (805) 474-8422 cynthia@iaipresentations.com	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	
<input type="checkbox"/> Exempt per:	



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide "The Peking Acrobats" on the Plaza Pacifica Stage for twenty-three (23) days from July 15 – August 14 at the 2016 OC Fair.
- B. To provide eight to ten (8 to 10) performers and one (1) translator/manager for each performance.
- C. To perform three (3) thirty (30)-minute performances Wednesday through Friday, and four (4) thirty (30)-minute performances on Saturday and Sunday. There shall be no performances on Mondays and Tuesdays.
- D. At the discretion of the District, some of these performances may be eliminated.
- E. To provide all necessary props, costumes, and supplies for performances.
- F. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide schedule of performances.
- B. To provide appropriate production (lights, sound, etc.) and staging elements.
- C. To provide dressing rooms and a staging area.
- D. To provide water and towel service.
- E. To provide all necessary credentials, admissions and parking passes.
- F. To allow Contractor to sell merchandise. Items shall be pre-approved by the District.
- G. To pay Contractor a total sum not to exceed SEVENTY SIX THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$76,650.00) upon satisfactory completion of services herein required. Fee is inclusive of all expenses, including, but not limited to, international travel, international air cargo, P-1 visas, accommodations, food, and travel to and from the OC Fair each day. Payment schedule is as follows:
 - 1. THIRTY EIGHT THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS (\$38,325.00) for services completed through Friday, July 22, 2016. Payment shall be mailed via Fed Ex three (3)-day delivery on Saturday, July 23, 2016.
 - 2. THIRTY EIGHT THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS (\$38,325.00) for services completed through Sunday, August 14, 2016. Payment shall be mailed via Fed Ex three (3)-day delivery on Monday, August 15, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required according to the following payment schedule:

1. THIRTY EIGHT THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS (\$38,325.00) for services completed through Friday, July 22, 2016. Payment shall be mailed via Fed Ex three (3)-day delivery on Saturday, July 23, 2016.
2. THIRTY EIGHT THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS (\$38,325.00) for services completed through Sunday, August 14, 2016. Payment shall be mailed via Fed Ex three (3)-day delivery on Monday, August 15, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS



THE STARS OF THE PEKING ACROBATS®
Technical Rider Requirements

VENUE SHALL SUPPLY:

- 1) **LIGHTS:** A minimum of 2 color washes evenly spread over the entire performance area: Medium blue & medium amber (a 3rd wash is preferred, if possible, in medium pink). Also, a minimal amount of special lights (in light blue or light amber) to bathe the center stage area in colored light is desired to highlight the performers acts and their costumes. A minimum of 1 follow spot is requested, two (2) are preferred. If follow spots are not available, but the effect is desired, then the specials noted above can be used as spotlights. The lighting for your venue will be reviewed more specifically during the show advance.
- 2) **STAGE SIZE:** A stage 30 feet wide and 30 feet deep with a height down stage of 25 feet. An elevated stage (about 2' to 4' above floor level) will allow your guests to see the show better, and is most desired. There should be adequate RAMP ACCESS on either stage left or stage right of elevated stages for bringing heavier props on and off stage. If only stairs are available, then they should be attached to and flush with the stage and very stable (no free-standing, unstable stairs) as this is a safety hazard. Note: Our show is very adaptable and can work on most stages, indoor or outdoor. Please contact the production office to discuss your individual stage capabilities.
- 3) **STAGE MASKING:** Because of the highly colorful costumes, it is necessary to have some type of backdrop along the back of the stage: Either a dark colored curtain, or a stand-alone screen, or a pipe and drape set-up, to serve as a backdrop. If no legs are available, then some pipe and drape, or screens, with steps stage right and stage left, if necessary, will enable the performers to store their props out of sight of the audience. Two to four FRESH rolls of black or dark colored gaffe tape will be required to secure our tumbling carpet to your stage, and to spike certain acts for your performance.
- 4) **COMMUNICATION:** Clear Com, or similar system, required between the acrobat's stage manager (at a back stage position, if possible) and venues' sound, light, and follow spot operators.
- 5) **SOUND SYSTEM:** An up-to-date amplification system is required to allow the performance music to be heard in the audience. A position backstage left or right with good sight lines of the stage should be set up for our stage manager to run the house sound. If this is not possible, or your crew must run house sound, please notify the production office. One (1) microphone backstage for announcements and sound effects is also requested. Two (2) monitor speakers downstage left and right, on stage, are required so that the performers can hear their music cues. The group travels with digitally recorded music and show announcements on CD. The company SOMETIMES carries their own professional dual-deck CD player which will need to be plugged into your venue's sound system. The company MAY require the use of YOUR in-house dual-deck CD Player, so please contact the production office to advance your venue's sound capabilities.
- 6) **CREW CALLS:** Most of our load-in can be done by our performers and crew, however, we WILL require the assistance of some Fair or Event staff for load-in and load-out at your venue. This will be advanced by the production office and we will discuss what staff you can provide. It is most desirable to have at least one stage-hand/loader available to assist the Group with load-in. If lighting is available, your light board operator should be on hand to assist with light focusing and cue rehearsals and, for the run of the show. Your sound technician should be available to set audio levels and run sound cues as necessary for rehearsal and, for the run of the show, unless our stage manager can run the sound from backstage. If follow spots are available, your follow spot operator (s) should be scheduled to run cue-to-cue transitions during rehearsal and, for the run of the show. For load-out, one stage-hand/loader is requested, but other crew would not be required, except for your own tear down requirements. If we cannot bring our van and/or tow-behind trailer to the stage door for load-out, then handcarts or golf carts should be provided to the performers so they may transport their props and costumes to our vehicles.
- 7) **DRESSING ROOMS:** Two separate, secure, climate controlled, and lockable dressing rooms for the men and women in the company are required. If the dressing rooms are a long way from the stage, a medium-sized quick change room with lights, mirrors, and a sturdy table, as close to the stage as possible, will be required. Optimum is a trailer with seating for a minimum of twelve persons that is climate controlled and equipped with a refrigerator and a microwave oven for company use. This enables the performers to have somewhere to rest and eat in comfort between shows.
(Continued on Next Page...)

EXHIBIT E – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)



- 8) **ARTIST REQUIREMENTS:** One or two larger parking spaces as close to the performing area as possible for load-in, load-out, and the run of the event. An additional regular parking space near the venue may also be required for our Director's staff car. Our vehicle inventory will be advised during your show advance. Fresh towels (about 5 bath/regular size towels and 10-15 hand towels) should be placed in the dressing rooms for the performer's personal use. Depending on the length of your engagement, towels should need to be provided one time only. Backstage hospitality consisting of hot tea, bottled water, and assorted fruit juices is appreciated. If our agreement calls for food service, the following items should be discussed and pre-arranged with the production office: Whole milk, fresh fruit (oranges, bananas, apples), cookies, fresh vegetables (NO celery or squash), and if available, deli-platters with meats, cheeses, and breads with condiments for sandwich-making OR a hot Chinese meal may be provided. Specifics on any food service you are providing will be reviewed during your show advance.
- 9) **SECURITY:** The Stars of The Peking Acrobats props and costumes are an integral part of the show and as such, security in the dressing rooms and backstage is very important. Many of their items are desirable articles and, if stolen, the Company may not be able to perform for your audiences. The venue must ensure that the backstage is properly secured, with sufficient controls on personnel allowed in the backstage areas. The venue must provide a secure backstage at all times during the run of the event. For longer engagements, we request that a set of keys to the dressing rooms be provided to our stage manager.
- 10) **TAXES:** ~~Buyer shall pay and hold harmless the artists, agents and production company from any State or City taxes, fees, dues and the like relating to the engagement herein and the same stated herein and payable to the artists, agent or production company shall be free of such taxes, dues, and the like. This provision may not be amended, deleted, or cancelled without written agreement with the production company.~~
- 11) **MEDIA:** The production office is happy to work with each venue on advance stories on The Stars of the Peking Acrobats. Advance press interviews, TV news tapings, archival tapings, and photographs can be organized through the IAI Presentations' production office by contacting Ms. Cynthia Dike-Hughes at (805) 474-8422, Ext. 12 or by e-mail at cynthia@iaipresentations.com. All media appearances and interviews must be cleared at least 24 hours in advance with the production office so that our Director may give the Group clearance to conduct these interviews/appearances. Media are NOT allowed backstage or on stage at any time the company is in the venue.
- 12) **MERCHANDISE:** IAI Presentations may elect to sell merchandise at each performance, and we may request assistance from your organization with our merchandise sales, as the performers are no longer participating in merchandise sales. Once we have agreed to merchandise sales at your venue, the production office will notify your offices regarding what items will be sold, and the items will be shipped to you, with price lists and sales reports for use in the merchandise sales. All merchandise sales and procedures will be advanced by the production office. If the venue does not indicate to IAI Presentations the amount of commission required, then it is agreed that no commission whatsoever will be payable to the venue.
- 13) **LIABILITY INSURANCE:** The Group is covered in the event that they injure a member of the public for \$2,000,000.00. If a Certificate of Insurance naming the VENUE as co-insured is requested, please contact IAI Presentations promptly for further information.

All technical questions should be referred to Ms. Cynthia Dike-Hughes at (805) 474-8422 Ext. 12 or Mr. Don Hughes at Ext. 14 during normal business hours, Pacific Time. The group can perform under extreme difficulties and the above is required to enhance the show for the benefit of the audience and to make the performers as comfortable as possible while at your venue.

AGREED and ACCEPTED by:

AGREED and ACCEPTED by:

For Presenter

IAI PRESENTATIONS, INC.
CYNTHIA A. DIKE-HUGHES, Vice-President & COO

Date: _____

Date: _____

Updated April 2015.



EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – PLAZA ARTS STAGE

SHOW STARTING TIMES

Performer, Artist and Contractor (terms may be used interchangeably) shall adhere to all starting times as indicated in this Agreement.

PERFORMANCE LENGTH/TIMES

Contractor shall adhere to performance lengths and times as indicated in this Agreement.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are not residents of California will be subject to State Withholding at Source as determined by the Franchise Tax Board.

PUBLIC ACCESS TO FACILITY

The Plaza Arts Stage is within the OC Fair proper. When the OC Fair gates open, The Plaza Arts area is also open to the public. The OC Fair will be open to the public at 12:00 p.m. Wednesday through Friday, and 10:00 a.m. on Saturday and Sunday.

DECIBEL LEVEL

Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

House sound will include stage monitors. District agrees to use Contractor's monitor system at Contractor's request and at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter:

FOH @ mixer location: 95 dB.
Back of stage, 75 feet: 80 dB.
Sides of stage, 75 feet: 75 dB.

All other measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Contractor agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA – WEBSITE

The District requires that Contractor place specific information about the OC Fair on its website. Information should include the entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.



EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – PLAZA ARTS STAGE (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

RENTAL EQUIPMENT

The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

GROUND TRANSPORTATION

Unless otherwise agreed upon, the District will not provide or be responsible for ground transportation of any kind.

HOSPITALITY

The District will provide hospitality only when contracted. When contracted, the District will provide *only* lunch and dinner service chosen from a District-determined menu. District will use Contractor's contract rider as a guide but will make the final decision as to the meal that will be served. Accommodations will be made for vegetarian meals upon request. **Additional food and beverage service (i.e. after show and/or tour bus food service) may be requested by Contractor at Contractor's expense from the on-site caterer.**

The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

SPONSORSHIPS

The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedent over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Plaza Arts Stage is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Plaza Arts Stage.

INSURANCE

Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage of one million (\$1,000,000) dollars for General Liability and Audience participation, in a manner and form acceptable to the District. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.



EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – PLAZA ARTS STAGE (CONT.)

FORCE MAJEURE CLAUSE

The District's obligation are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Plaza Arts Stage or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.



EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – PLAZA ARTS STAGE (CONT.)

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL & ADVERTISING

Upon receipt of contract, Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio, DVD's and/or video tapes for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artists' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Artist logos will not be used in any promotional materials.

COMPLIMENTARY TICKETS

The District will provide complimentary admission tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand (\$1,000) dollars per incident.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F.S.O." (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Performer/Contractor



EXHIBIT G – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.



EXHIBIT G – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- a. For Individual Events Only – Fair, along with fair’s address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers’ compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT G – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit G-

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

R. [Signature] AM [Signature] FC [Signature]

CONTRACT NUMBER

SA-028-16HB

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District.

CONTRACTOR'S NAME, hereafter called the Contractor.

32ND DISTRICT AGRICULTURAL ASSOCIATION**YOUNG HUTCHISON**2. The agreement term is from 08/11/16 through 08/11/163. The maximum amount payable is \$ 4,000.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 4,000.00 (Attach list if applicable.)

4. Payment Terms (*Note: All payments are in arrears.*) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (*Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.*)

 ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – Entertainment at 2016 OC Fair

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*) GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (*List*) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		YOUNG HUTCHISON			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Michele Richards, Vice President Business Development		Young Hutchison, Bandleader			
ADDRESS		ADDRESS / PHONE / EMAIL			
88 Fair Drive, Costa Mesa, CA 92626		2861 Riachuelo, San Clemente, CA 92673 (714) 612-3633			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5770-70				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Jumping Jack Flash" and Martin Andrew on Thursday, August 11, 2016.
2. To perform one (1) 90 to 120-minute show on The Hangar stage beginning at 8:30 p.m.
3. To produce a "Stones & Stewart Show," featuring the music of the Rolling Stones and Rod Stewart / The Faces. The Rolling Stones set will include a special salute to the "Aftermath" album.

Set One:

Martin Andrew ("Rod Stewart") performs 35 minutes of Rod Stewart/Faces hits.

Set Two:

Audio/Video intro (35 seconds). Jumping Jack Flash ("The Rolling Stones") perform 55 minute salute to The Rolling Stones' entire career including a salute to the "Aftermath" album.

Encore:

Rolling Stones/Faces mash up performed by Jumping Jack Flash and Martin Andrew.

4. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 50 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities.
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with venue Production Manager at hangarproduction@ocfair.com.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.



CONTRACTOR AGREES (Continued):

4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
5. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
6. Any labor to strike or restore changes or additions to the existing production in The Hangar at the OC Fair will be at the sole expense of the Contractor.
7. If seat kills are required as a result of additional production elements brought into The Hangar by the Contractor, Contractor will be charged the face value of tickets representing lost seats.

Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

Merchandise

- a. Option 1: Venue sells, with a 70/30 split on all non-copyrighted material and 90/10 on copyrighted material.
- b. Option 2: Contractor sells: 75/25 split on all non-copyrighted material and 90/10 on copyrighted material.
- c. Regardless of merchandise option, Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.



CONTRACTOR AGREES (Continued):

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Hangar at the OC Fair is a tobacco-free venue and its use therein is strictly forbidden.
2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management.

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2016 OC Fair collateral material.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as "Artist") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO of the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Artist shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Artist shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Artists who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District at least ten (10) days prior to the performance date.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Artist will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Artist's monitor system, at Artist's request, at no additional cost to the District.

Artist shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Artist agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Artist shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Artist agrees to immediately terminate the concert.

In addition to the above terms, Artist agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Artist place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Artist consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District. Please contact the District's Communications Department at (714) 708-1743 to coordinate the interview.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Artist agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Artist.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CDs is 90%/10%. District will provide adequate point(s) of sale. Please contact the Production Office for merchandising contact.

SPONSORSHIPS

The District's sponsorships will take precedence over Artist's sponsorships. Artists who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Artist's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Artists shall not receive any revenues from District sponsorships.

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Artist impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Artist, then the Artist shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Artist and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

WORKERS' COMPENSATION INSURANCE

Artist warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Artist's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Artist will indemnify and hold harmless the District in the event it did not have the insurance.

Artist further certifies that by signing this Agreement, Artist will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Artist shall be informed of the station selected prior to the engagement.



EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

PROMOTIONAL MATERIAL AND ADVERTISING

Upon receipt of contract, Artist shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Artist names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Artist will not have prior approval of any Fair-related promotional or advertising material. All Artist guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artist's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

ARTIST COMPLIMENTARY TICKETS

The District will provide the Artist with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Artist. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Artist's guests will be subject to a parking charge at the event. If available, the Artist may purchase additional tickets through the OC Fair box office.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand dollars (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artist's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Artist or Artist's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Artist to the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Artist on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, VP Business Development
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

Don Amar F

AGREEMENT NUMBER SA-029-16GE
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
ROBERT SMITH PRESENTS, LLC F/S/O THE CONJURER

2. The term of this Agreement is: **07/15/16** through **08/14/16** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$21,275.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “The Conjurer” at the 2016 OC Fair. See Page 2 for additional Scope of Work. Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) ROBERT SMITH PRESENTS, LLC F/S/O THE CONJURER		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert Smith, Owner		
ADDRESS 9008 Mesa Place NW, Albuquerque, NM 87114 (505) 750-8190 robert@robertsmithpresents.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide the performer, "The Conjuror," from July 15 – August 14 except Mondays and Tuesdays at the 2016 OC Fair. Location TBD.
2. To provide three (3) performances per day, Wednesday through Sunday. Performance times shall be determined by mutual agreement of Contractor and the District, and finalized in advance of the 2016 OC Fair.
3. Each performance shall last approximately forty (40) minutes.
4. To provide costumes, any additional performance music, and all props.
5. To cover expenses, including air travel, hotel accommodations, ground transportation and meals.
6. Tip jars are not allowed.
7. To promote the performances on Contractor's website and via email and/or mobile databases, where available.
8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide performance area. Location TBD.
2. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
3. To provide unsupervised storage location for equipment, as necessary.
4. To provide access to a standard 110v outlet for charging Conjuror's battery unit while in the storage location.
5. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
6. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 12 above.
7. To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$21,275.00) upon satisfactory completion of work herein required. Payment will be made Net 10 and delivered via US Mail to the address on the first page of this Agreement.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$21,275.00) upon satisfactory completion of work herein required. Payment will be made Net 10 and delivered via US Mail to the address on the first page of this Agreement.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. **Liquor Liability:**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**

The contractor/renter must be specifically listed as the insured.

OR

8. **CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. **Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. **Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. **Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-030-16GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District:

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the Contractor:

MIKE BARNARD2. The agreement term is from 07/15/16 through 07/31/163. The maximum amount payable is \$ 6,000.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 6,000.00 (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MIKE BARNARD			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Mike Barnard			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 105 Dunbar Circle, Sylvester, GA 31791 (229) 881-0474			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide entertainment as, "Tadpole the Clown," from July 15 – July 31 at the 2016 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required on July 31, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

R. Am... F. Dm

CONTRACT NUMBER SA-031-16GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED	<input type="checkbox"/> CERTIFIED SMALL BUSINESS
CCCs <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED	CERTIFICATE NUMBER
<input type="checkbox"/> DVBE % <input type="checkbox"/> N/A <input type="checkbox"/> GFE	
<input type="checkbox"/> Late reason _____	
<input type="checkbox"/> Public Works Contractor's License _____	
<input type="checkbox"/> Exempt from bidding _____	

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District.

CONTRACTOR'S NAME, hereafter called the Contractor.

32ND DISTRICT AGRICULTURAL ASSOCIATION**KAREN BARNARD**2. The agreement term is from 07/15/16 through 07/31/163. The maximum amount payable is \$ 6,000.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 6,000.00 (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC*SF 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language. Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) KAREN BARNARD			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Karen Barnard			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 105 Dunbar Circle, Sylvester, GA 31791 (229) 881-0474			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide entertainment as, "Katie the Clown," from July 15 – July 31 at the 2016 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To provide one RV camping spot.
- B. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required on July 31, 2016.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-261-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding Sponsorship

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Sponsor . LIVE NATION ENTERTAINMENT, INC.
---	--

2. The agreement term is from 06/18/15 through 08/16/15

3. The maximum amount payable is \$1,800.00 (CASH) pursuant to the following charges:
Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$1,800.00 (CASH)

4. Payment Terms:
 ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER **Payable to: "OC Fair & Event Center"**

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Sponsorship Agreement Provisions
- Exhibit B – Sponsorship Agreement Terms and Conditions

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)
 GTC* 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (*List*) **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) LIVE NATION ENTERTAINMENT, INC.			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Brad Locker, VP of Marketing			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1800 N. Highland Ave, 2nd Floor Hollywood, CA 90028 (323) 769-4617			
FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. For the Cirque du Soleil America, Inc. Kurios graphics to be included on the OC Fair parking ticket backs for the 2015 OC Fair from June 17, 2015 – August 16, 2015.
2. To provide payment in the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 16, 2015.)
 - a. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**

3. To provide high-resolution Sponsor logo for inclusion in ticket backs as outlined herein.

DISTRICT AGREES:

1. For the Cirque du Soleil America, Inc. Kurios graphics to be included on the OC Fair parking ticket backs for the 2015 OC Fair from June 17, 2015 – August 16, 2015.
2. To print 330,000 parking ticket backs:
 - a. Individual parking ticket size: 2" x 2.75"

- End Exhibit A -



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. It has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. It will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. It has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. All products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



EXHIBIT C – INSURANCE REQUIREMENTS (IF ONSITE)

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT C – INSURANCE REQUIREMENTS (IF ONSITE) (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT C – INSURANCE REQUIREMENTS (IF ONSITE) (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit C-

R. [Signature] F.D.S.

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-264-15MA	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, Itemized expenses, service dates, vendor name, address and phone number.
 SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor. AQUATIC SERVICE, INC.
--	---

2. The agreement term is from 10/01/15 through 09/30/16

3. The maximum amount payable is \$ 4,999.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 4,999.00 (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – Fountain Maintenance
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)
 GTC* 610 GIA* _____ *if not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) AQUATIC SERVICE, INC.			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Eldridge, Director of Facilities		PRINTED NAME AND TITLE OF PERSON SIGNING Ken Hart, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 32232 Paseo Adelanto, Suite A, San Juan Capistrano, CA 92675 (949) 493-9548			
FUND TITLE Operating	ITEM 5230-20	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide preventive maintenance service to keep the Main Mall Fountain in good operating order. Service includes:
 - a. Weekly maintenance on fountain and pump equipment.
 - b. Test, record and adjust water level and chemistry
 - c. Restock pump room with liquid chlorine and acid (under normal conditions liquid chlorine and acid are included)
 - d. Scrub water line tile and leaf net water surface
 - e. Brush as needed
 - f. Clean skimmer and pump baskets
 - g. Backwash filters as needed
 - h. Check equipment for proper operation: pumps, filters, chlorinators, time clocks and lights
 - i. Maintain accurate pump room charts in accordance with County Health Department
 - j. Maintain pool in accordance with County Health Department regulations
 - k. Remove any foreign material from fountain
 - l. Check and maintain equipment room drains
2. To report to the District immediately any items in need of repair.
3. All service, maintenance, and/or repairs not covered under this agreement must be presented as a quotation to the District in writing and be approved by District Management before any work can commence.
4. To perform the scheduled maintenance service one (1) time weekly, except during the annual OC Fair when Contractor shall perform service 3 times weekly.
5. Contractor shall provide fountain maintenance and repairs at the following rates:

Fountain Service		
1 time weekly	\$250.00	Monthly
2 times weekly	\$350.00	Monthly
3 times weekly	\$450.00	Monthly
(Includes chemicals)		

Repairs	
Business Hours	\$ 120.00 per hour
Emergency/After Hours/Holidays	\$ 180.00 per hour (Minimum 2 hours)

Upon approval by the District, Contractor shall drain the fountain surge tank annually prior to and after the opening and closing of the fair season due to the past 2 years resulting debris being washed into the tank causing foul smelling odor and lack of fountain performance.

Draining and Inspection – 4 hours	\$ 480.00
UV System Inspection – 1 1/2 hours	\$ 180.00

Contractor shall provide a bid after the inspection if repairs are necessary.

6. To notify the District and receive approval from District Management prior to using specialty chemicals beyond standard liquid chlorine and acid.
7. Specialty chemicals shall be provided at the following rates:

Item	Cost	Unit
a. Cynauric acid	\$2.50	per pound
b. Algaecides	\$22.00	per quart
c. Clarifiers	\$22.00	per quart



d. Foam Control	\$7.00 per quart
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8. To submit to the District a monthly invoice for all services.
9. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To pay the Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$4,999.00) upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Payment will be Net 30 and delivered via US Mail upon satisfactory completion of services herein required.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5230-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and include the District's Purchase Order (PO) number 46019. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

Amend VV

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-17-11FA	AMENDMENT NUMBER #3
REGISTRATION NUMBER 1116315	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
MEDICAL AND SAFETY MANAGEMENT, INC.

2. The term of this Agreement is **01/01/16** through **02/29/16** FED ID: _____

3. The maximum amount of this Agreement after this amendment is: **\$6,000.00 Amendment \$320,800.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Standard Agreement #17-11FA, dated December 22, 2010, between the District and Medical and Safety Management, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide first aid services at the OC Fair & Event Center to extend the period of performance to 02/29/16 and increase the maximum amount of the Agreement by \$6,000.00.
- To provide first aid services at the hourly rate of \$20.00 per hour.

STATE AGREES:

- To pay Contractor a total amount not to exceed THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$320,800.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MEDICAL AND SAFETY MANAGEMENT, INC.		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Suehr, President		
ADDRESS 18283 Mt. Baldy Circle, Fountain Valley, CA 92708 (714) 963-4446		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

Account #: Distribution

STANDARD AGREEMENT

STD 213 (Rev 06/03)

CalHR #R1500259

AGREEMENT NUMBER

SA-269-15HR

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32nd Agricultural Association dba OC Fair & Event Center

CONTRACTOR'S NAME

Department of Human Resources

2. The term of this Agreement is: 07/01/2015 through 06/30/2016

3. The maximum amount of this Agreement is: \$ 5,500.00



4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Budget Worksheet	1 page
Exhibit C* - General Terms and Conditions	GIA 610
Exhibit D - Special Terms and Conditions	2 pages
Attachment A	4 pages
Attachment B	2 pages
Attachment C	4 pages
Attachment D	1 page
Attachment E	1 page
Attachment F	1 page
Attachment G	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an Individual, state whether a corporation, partnership, etc.)		
Department of Human Resources		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Mark T. Rodriguez, Chief, Administrative Services Division		
ADDRESS		
1515 S Street, North Building, Suite 500 Sacramento, CA 95811		
STATE OF CALIFORNIA		
AGENCY NAME		
32 nd Agricultural Association dba OC Fair & Event Center		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Bianca Kulback, Human Resources Director		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A
SCOPE OF WORK

A. The Department of Human Resources (CalHR) agrees to provide the following services:

- 1) Attachment A – On-Line Selection System Services
- 2) Attachment B – Exam Development Unit Services
- 3) Attachment C – Exam Service for Shared Cost Examinations
- 4) Attachment D – Medical Officer Services
- 5) Attachment E – Test Validation & Construction Services
- 6) Attachment F – Statewide Training Services
- 7) Attachment G – Bilingual Oral Fluency Exam Services

Please see the attachments for a complete description of the services provided.

B. The project representatives during the term of this agreement will be:

Department of Human Resources (CalHR)

32nd District Agricultural Association

(Name) Bryan Hanson

(Name) Bianca Kulback

(Street Address) 1515 S Street, North
Building, Room 500

(Street Address) 88 Fair Drive

(City, State Zip Code) Sacramento, CA 95811

(City, State Zip Code) Costa Mesa, CA 92626

Phone: 916-324-3861

Phone: (714) 708-1563

Fax: 916-327-0568

Fax:

Email: Bryan.hanson@calhr.ca.gov

Email: Bkulback@ocfair.com

Contract representatives may be changed by written notice to the other party

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the (Agency) agrees to compensate CalHR for actual expenditures incurred in accordance with the services specified on the attached Budget Worksheet, Exhibit B-1.
- B. CalHR will submit, in duplicate, an invoice for the total subscription amount contained in Attachment A of this Agreement during the first quarter of the current fiscal year. CalHR will invoice separately for Attachments B, C, D, E, F, and G once services have been provided. All invoices will include the Agreement Number and will be submitted in duplicate and not more frequently than monthly, in arrears, to:

32nd District Agricultural Association
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
3. Contractor reserves the right to ask for an amendment in the event there is an increase in costs in the current year and/or any subsequent years covered under this Agreement.

C. Payment

1. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
2. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

D. Non-Payment

If payment has not been received for a non-disputed invoice within 60 days of the invoice date, CalHR, in accordance with Government Code Section 11255, will provide the agency with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the agency to CalHR.

The agency will provide the following appropriation data to the CalHR:

Fund Number:	N/A
Organization Code:	02032
Fiscal Year:	N/A
Reference:	N/A
Category or Program:	N/A
If applicable, the agency will additionally provide the Element, Component and Task:	N/A

EXHIBIT B-1
BUDGET WORKSHEET

<u>SERVICE</u>	<u>FY 2015-16</u>
A. On-line Selection System Services (This is a set amount determined by CalHR. Please do not change it.)	\$ 5,500.00
B. Exam Development Unit Services	
C. Exam Services for Shared Costs Examinations	
D. Medical Officer Services	
E. Test Validation & Construction Services	
F. Statewide Training Services	
G. Bilingual Oral Fluency Exam Services	
Total:	\$5,500.00

**EXHIBIT D –
SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF HUMAN RESOURCES
(INTERAGENCY AGREEMENTS)**

- A. TERMINATION CLAUSE: Either State agency may terminate this Agreement upon thirty (30) days' advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- B. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.
- C. CONFLICT OF INTEREST:
1. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - a) Current State Employees: (PCC §10410)
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - b) Former State Employees: (PCC §10411)
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
 - c) Penalty for Violation:
 - 1) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)
 - d) Members of Boards and Commissions:
 - 1) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

e) Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:
"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

D. ORDER OF PRECEDENCE:

In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

1. The General Terms and Conditions for Interagency Agreements;
2. The Std. 213;
3. The Scope of Work;
4. Any other incorporated attachments in the Contract by reference

ATTACHMENT A
ON-LINE SELECTION SYSTEMS SERVICES

- A. Your department has contracted to access the Department of Human Resources' (CalHR) On-Line Selection Exam and Certification Systems (Systems). The Systems provide on-line computer access for the purpose of:
1. Conducting civil service examinations
 2. Creating and maintaining civil service eligible lists
 3. Generating and maintaining certification lists
- B. Your department will be provided access to all departmental eligibility lists; service-wide eligibility lists; SROA lists, and reemployment lists; for which authority has been granted. Access is available to the Systems during regular business hours, on all regular state business days. Subscription fees are billed as a one-time, up-front cost and are not based on actual usage (see Subscription Fees below).
- C. **Exam and Certification Systems Team Services**

CalHR's Exam and Certification (Cert) Systems team will provide the following services during business hours on regular State Business Days:

1. Set up data files allowing departments to:
 - a) Advertise examinations
 - b) Administer examinations
 - 1) Track examinations
 - 2) Track exam applications
 - 3) Schedule examinations
 - 4) Score examinations
 - 5) Add veteran preference and career credits
 - 6) Check promotional exam entrance eligibility
 - 7) Capture and review candidate history
 - 8) Generate notices
 - 9) Ease administration of series exams (e.g. processing cross filers)
 - 10) Obtain Item Analysis for Written Multiple Choice Examinations
 - 11) Obtain bottom line data
 - 12) Establish exam history

- c) Establish Eligible Lists
 - d) Maintain Eligible Lists
 - e) Generate certification lists
 - f) Generate contact letters
 - g) Maintain certification lists
 - h) Update eligibility records (e.g., Conditions of Employment Preferences, contact updates)
 - i) Report against examination and certification data
2. Provide on-going consultation, training and guidance regarding use of the Systems
 - a) Ensure the Systems produce the desired results within the laws and rules
 - b) Confer for solutions in regards to processing needs within the Systems
 - c) Provide assistance in error resolution in regards to examination and certification processing within the Systems.
 3. Provide guidance regarding compliance with the laws and rules governing the examination and certification processes
 4. Provide liaison services with CalHR's Information Technology (IT) in regards to system output, Special input services and printing functionality
 5. Provide updates regarding use and functionality of Systems and processes
 6. Schedule and facilitate regular Regional Systems User Group Meetings

D. Training Services

Training services will be provided pursuant to the following provisions/guidelines:

1. CalHR agrees to offer the following training classes:
 - a) Examination Systems Training
 - b) Certification Systems Training
2. CalHR will schedule training classes annually. Additional classes may be scheduled if a minimum of 20 training requests are received.
3. CalHR will schedule training to trainees on a first-come, first-served basis, unless otherwise specified (e.g. training on a new topic may initially be limited in the number of participants allowed per department). CalHR will provide all training classes to contracting departments unless otherwise specified.
4. CalHR will provide all necessary training materials relating to training provided.

5. For the classes outlined in this attachment, CalHR will announce all classes and dates on the Grapevine website (<https://admin.jobstraining.ca.gov/ecosgrapevine/>). Unless specified differently in the training announcement posted, requests for training must comply with the following procedures:
 - a) For each training request, the department must submit the appropriate training request form to CalHR with the following information:
 - 1) Training attendee's name
 - 2) Training Class
 - 3) Training date
 - b) Unless specified in the posted training announcement, send training requests to:

Department of Human Resources
Attn: Examination Services Online Consult
1515 S Street, North Building, Suite 500
Sacramento, CA 95811
 - c) CalHR will send a confirmation letter to each trainee at least 10 calendar days prior to the scheduled class date, provided the training request is received by that date. If a written request is not received at least 10 calendar days prior to the scheduled class date, CalHR will verbally confirm the trainee's attendance at least 3 days prior to the scheduled class date.
 - d) In the event a confirmed trainee is unable to attend a scheduled training, the Department must either:
 - 1) Send a replacement trainee, or
 - 2) Provide a minimum notice of 48 hours to CalHR prior to the training class starting.

E. Information Technology Division Services

1. CalHR's Information Technology Division (ITD) supports the Systems and provides the following:
 - a) Maintenance support of the computer software/programs
 - b) Upgrades, replacements and enhancements to the computer software, programs and Systems
 - c) Technical consultation and guidance regarding programming aspects of the Systems operations and enhancements
 - d) Liaison with departmental staff for printer and terminal problems
 - e) Liaison with Data Center regarding access problems
2. The ITD provides the standard Management Information Systems (MIS) report to departments. The reports are available online at CalHR.ca.gov. The reports included are:
 - a) Report 5102 – Ethnic, Sex and Disability profile of Employees by Department, Occupation Groups and Classification

b) Report 5112 – Intake and Promotions of all Employees by Department, Occupation Groups and Classification

3. Workforce Analysis – Equal Employment Opportunity and Information Services

CalHR will provide EEO Utilization Reports to state departments and community organizations upon request. These reports include state workforce representation, relevant labor force, employee intake and promotional appointments.

F. **Subscriptions Fees**

Your department's cost for all services contained in this Attachment A is as follows:

1. Subscription costs are based on a fee of \$10.50 per employee. The number of department employees is calculated as of December 31, 2014. The minimum cost is \$5,500, which includes full access to all services contained in this Attachment, regardless of the number of employees.
2. A department accessing the Systems from a location(s) in addition to the department's Headquarters Personnel Office (i.e. Institutions, field offices, or subdivisions) will be assessed an access fee of \$500.00 per additional location.
3. A department utilizing the on-line Systems for any other hiring entity* (e.g. department, agency, or commission) will be charged an additional fee as follows:
 - a) Fewer than 25 employees - \$750.00 per Hiring Entity
 - b) 25 or more employees - \$3,500.00 per Hiring Entity

*If a department prefers, a separate agreement may be activated for each additional hiring entity.

ATTACHMENT B
EXAM DEVELOPMENT UNIT SERVICES

- A. In addition to administering specialized examinations on a cost reimbursable basis, the Department of Human Resources' (CalHR) Exam Development Unit provides specialized selection services upon request that can assist your department in accomplishing its selection goals. These specialized services are in addition to the examination services currently provided.
- B. Available services include:
1. Selection Consultation
 - a) Civil Service Examination Process
 - b) Eligible List and Certification Process.
 2. Administer Specialized Examinations
 - a) Departmental exams
 - b) Multi-Consortium, shared cost exams
 - c) Administer Written Examinations
 3. Access to the Grapevine: <https://admin.jobstraining.ca.gov/ecosgrapevine/>
 - a) A Communication Forum
 - b) Provides connectivity with the state HR community members
 - c) Obtain current information
- C. Other Specialized Services may be created upon request. For reimbursable services, Departments will be billed at the hourly rate of \$95 for the services provided, monthly in arrears. Additionally, for examinations, departments will be billed \$1.00 per candidate taking the exam and \$1.50 per candidate attaining list eligibility and \$150.00 per month for IT maintenance for each examination on the jobs.ca.gov website.
- Note: Departments also compensate CalHR for costs associated with examination development and maintenance, and maintenance of any shared cost examinations if access is granted to the resulting eligibility list (see Attachment C).*
- D. The above information should assist departments in determining funds to set aside in the consolidated contract to fund other examinations.

**TENTATIVE SERVICE-WIDE EXAMINATION SCHEDULE
2015-16**

CalHR administers examinations for Service-wide classifications every year on a cost-free basis to all state departments until Service-wide funding is exhausted for the year. The current list and schedule of Service-wide examinations are posted on Grapevine. Additional testing is available on a reimbursable basis (see Page 1).

For 2015-2016, CalHR's tentative Service-wide Exam Schedule is as follows:

<u>Classification</u>	<u>Schedule Date</u>
Key Data Operator	Continuous-Sacramento Location
Office Assistant (General) (OAG)	Continuous-Sacramento Location
Office Assistant (Typing) (OAT)	Continuous-Sacramento Location
Office Technician (General) (OTG)	Continuous-Sacramento Location
Office Technician (Typing) (OTT)	Continuous-Sacramento Location
Staff Services Analyst (General)	Continuous
<u>LEAP Classifications</u>	
Accountant Trainee	Continuous
Assistant Information Systems Analyst	Continuous
Attorney	To Be Announced
Custodian	Continuous
Environmental Scientist	To Be Announced
Information Systems Technician	Continuous
Key Data Operator	To be Announced
Office Assistant (Typing)	Continuous
Office Assistant (General)	Continuous
Office technician (Typing)	Continuous
Office Technician (General)	Continuous
Program Technician	Continuous
Staff Services Analyst (General)	Continuous

ATTACHMENT C
Exam Services for Shared Cost Examinations

- A. The Department agrees to compensate the Department of Human Resources (CalHR) for the examination development and maintenance of the examinations categorized as a shared cost examination. Departments will be billed their contribution for each exam based upon their percentile split of the total amount. This is determined by comparing each department's number of filled positions in each tested classification to the total number of positions in each classification within the state. The Department agrees to compensate CalHR for the maintenance of the examinations, if the Department is provided access to the resulting eligibility list. The list and schedule of Servicewide examinations are posted and regularly updated on the Grapevine.
1. **Information Technology Examinations (ITE)**- These examinations are administered for Information Technology (IT) classifications, as agreed upon between the CalHR and the California Department of Technology on behalf of all departments.
 2. **Consortium Examinations (Consortium)** - CalHR provides oversight over the administration of consortium examinations. These examinations are designed to encourage departments to partner together, combining resources in order to establish one list to be used by participating departments to meet the state's hiring needs in a specific classification. Additional information regarding current and upcoming Consortium Examinations is available on CalHR's website. The Consortium Registration Forms and instructions are available on ECOS Grapevine.
- B. Current Examinations:

<u>Series</u>	<u>Classification</u>	<u>Exam Group</u>
n/a	Associate Governmental Program Analyst	Consortium
n/a	Auditor	Consortium
n/a	Personnel Specialist	Consortium
n/a	Physician and Surgeon	Consortium
n/a	Register Nurse	Consortium
n/a	Administrative Assistant I	Consortium
n/a	Administrative Assistant II	
n/a	Accounting Technician	Consortium
n/a	Custodian	Consortium
n/a	Groundskeeper	Consortium
n/a	Plumber I	Consortium
n/a	Warehouse Worker	Consortium
n/a	Legal Assistant	Consortium
n/a	Associate Systems Software Specialist	ITE
AC	Accountant Trainee	Consortium
AC	Accountant I (Specialist)	Consortium
AISA	Assistant Information Systems Analyst	ITE
AISA	Associate Information Systems Analyst	ITE
BSO	Business Services Assistant (Specialist)	Consortium
BSO	Business Services Officer I (Specialist)	Consortium

BSO	Business Services Officer I (Supervisor)	Consortium
BSO	Business Services Officer II (Specialist)	Consortium
BSO	Business Services Officer II (Supervisor)	Consortium
CAR	Carpenter I	Consortium
CAR	Carpenter II	Consortium
CAR	Carpenter Supervisor	Consortium
DPM	Data Processing Manager I	ITE
DPM	Data Processing Manager II	ITE
DPM	Data Processing Manager III	ITE
DPM	Data Processing Manager IV	ITE
Elect	Electrician II	Consortium
Elect	Electrician Supervisor	Consortium
EnvSci	Environmental Scientist	Consortium
EnvSci	Senior Environmental Scientist (Specialist)	Consortium
EnvSci	Senior Environmental Scientist (Supervisor)	Consortium
EnvSci	Environmental Program Manager I (Supervisor)	Consortium
EnvSci	Environmental Program Manager I (Managerial)	Consortium
EnvSci	Environmental Program Manager II	Consortium
IN	Investigator	Consortium
IN	Special Investigator	Consortium
RA (G)	Research Analyst I (General)	Consortium
RA (G)	Research Analyst II (General)	Consortium
RA(GIS)	Research Analyst I (GIS)	Consortium
RA(GIS)	Research Analyst II (GIS)	Consortium
RM	Research Manager I	Consortium
RM	Research Manager II	Consortium
RM	Research Manager III	Consortium
RPS	Research Program Specialist I (General)	Consortium
RPS	Research Program Specialist II (General)	Consortium
RPS(GIS)	Research Program Specialist (GIS)	Consortium
RPS(GIS)	Research Program Specialist (GIS)	Consortium
RPS(GIS)	Research Program Specialist (GIS)	Consortium
SS	Secretary	Consortium
SS	Executive Secretary I	Consortium
SS	Executive Secretary II	Consortium
ISA	Staff Information Systems Analyst (Specialist)	ITE
ISA	Staff Information Systems Analyst (Supervisor)	ITE
ISA	Senior Information Systems Analyst (Specialist)	ITE
ISA	Senior Information Systems Analyst (Supervisor)	ITE

<u>Series</u>	<u>Classification</u>	<u>Exam Group</u>
IO	Information Officer 1 (Specialist)	Consortium
IO	Information Officer 1 (Supervisor)	Consortium
IO	Information Officer 2	Consortium
LR	Labor Relations Specialist	Consortium
LR	Labor Relations Analyst	Consortium
LR	Labor Relations Manager I	Consortium
LR	Labor Relations Manager II	Consortium
PA	Associate Programmer Analyst	ITE
PA	Staff Programmer Analyst (Specialist)	ITE
PA	Senior Programmer Analyst (Specialist)	ITE
PA	Senior Programmer Analyst (Supervisor)	ITE
PT	Program Technician	Consortium
PT	Program Technician II	Consortium
PT	Program Technician III	Consortium
SC	Attorney (Staff Counsel) I	Consortium
SC	Attorney (Staff Counsel) III	Consortium
SC	Attorney (Staff Counsel) IV	Consortium
SPT	Supervising Program Technician I	Consortium
SPT	Supervising Program Technician II	Consortium
SPT	Supervising Program Technician III	Consortium
SSM	Staff Services Manager I	Consortium
SSM	Staff Services Manager II (Supervisory)	Consortium
SSM	Staff Services Manager II (Managerial)	Consortium
SSM	Staff Services Manager III	Consortium
SSS	Systems Software Specialist I (Technical)	ITE
SSS	Systems Software Specialist II (Technical)	ITE
SSS	Systems Software Specialist II (Supervisory)	ITE
SSS	Systems Software Specialist III (Technical)	ITE
SSS	Systems Software Specialist III (supervisory)	ITE
TMS	Telecommunications Maintenance Supervisor I	ITE
TMS	Telecommunications Maintenance Supervisor II	ITE
TMS	Telecommunications Maintenance Supervisor III	ITE
TSA	Telecommunications Systems Analyst I	ITE
TSA	Telecommunications Systems Analyst II	ITE
TSM	Telecommunications Systems Manager I (Specialist)	ITE
TSM	Telecommunications Systems Manager I (Supervisory)	ITE
TSM	Telecommunications Systems Manager II (Supervisory)	ITE
TT	Telecommunications Technician	ITE
TT	Senior Telecommunications Technician	ITE
IST	Information Systems Technician	ITE
IST	Information Systems Technician Specialist I	ITE
IST	Information Systems Technician Specialist II	ITE
IST	Information Systems Technician Supervisor I	ITE

IST	Information Systems Technician Supervisor II	ITE
TE	Assistant Telecommunications Engineer	ITE
TE	Associate Telecommunications Engineer	ITE
TE	Senior Telecommunications Engineer	ITE
TE	Supervising Telecommunications Engineer	ITE

ATTACHMENT D
MEDICAL OFFICER SERVICES

A. The Department of Human Resources' (CalHR) Medical Program provides the following:

1. Review of all medical information on new hires.
 - a) Certification of fitness to perform proposed essential job functions either:
 - 1) Without restriction; or
 - 2) Subject to specified medical restrictions.
 - b) Testimony in administrative hearings in support of the professional medical opinions rendered relative to new hires.
2. Consultation on issues such as health and safety, communicable disease, fitness for duty of current employees and drug testing.
3. Subject matter expertise pertaining to medical issues.

B. Costs:

1. Medical Review Fee:

Departments will be billed \$192.00 per medical review. Billing occurs monthly in arrears for the total number of reviews conducted during the previous month.

2. Consultation Fee:

Hourly fee of \$125.00 will apply to subject matter expertise for medically related issues, specific to department need. Consultation of this nature includes, but is not limited to:

- a) Departmental consultative meetings
- b) Job specification review and consultation
- c) Administrative consultation
- d) Attendance and/or advisement at Qualified Appraisal Panel examinations and hiring interviews
- e) Development and rating of examinations for job classifications in the medical field
- f) Assistance in the development and/or revision of classification specifications in the medical field
- g) Expertise and interpretation of medical standards for physical requirements in the performance of essential job functions

ATTACHMENT E
TEST VALIDATION AND CONSTRUCTION SERVICES

- A. Test Validation and Construction (TV&C) offers a wide variety of selection-related products and services for state departments on a reimbursable basis (see below). The TV&C Program offers creative and fundamentally sound staffing solutions. The TV&C Program is available to assist your department with the following staffing products and services:
1. Job Analysis
 2. Work Simulations
 3. Assessment Centers
 4. Structured Interviews
 5. Written Examinations
 6. Physical Skills/Ability Tests
 7. Technical Support and Consultation Services
 8. Organizational Development
 9. Specialized Training
- B. The TV&C Program staff is ready to work with your managers and staff to develop customized, comprehensive staffing products and services that meet your needs. Advantages of working with TV&C PROGRAM staff include the following: (a) expertise and availability of highly trained and experienced selection professionals; (b) development and use of valid selection components; and (c) access to/development of state-of-the-art, cost-effective selection products and services.
- C. The TV&C Program typically contracts with departments for specific projects. However, departments are encouraged to use this consolidated contract as a means for budgeting funds for TV&C Program related work during the fiscal year. The TV&C Program staff will provide an estimate of the costs associated with anticipated projects based on the 2015-16 billing rate of \$120.00 per hour.

ATTACHMENT F
STATEWIDE TRAINING SERVICES

- A. The Department of Human Resources' (CalHR) "one-stop-shop" Statewide Training offers a variety of competency based, technical, soft skills, and mandated training. Adding this service to your consolidated contract will allow your employees to sign up for training and will facilitate access to college/university services.
- B. CalHR partners with experts in state departments and colleges to provide a wide variety of workforce planning, training, and performance management services. These services can be customized for the department, delivered in person, or on-line, in locations statewide. The training is designed to help employees succeed in their jobs and careers.
- C. These classes and services are results-oriented and provided by State experts, Sacramento State University, University of California Davis, and Los Rios Community College.
- D. In addition to offering open enrollment classes, staff is available to work with your managers and supervisors to develop customized, program-specific classes. CalHR has the flexibility to schedule existing classes and programs to accommodate the time-sensitive needs of your department. Many of these classes can be brought to your worksite. An updated list of cost-effective training class titles can be found online at <http://www.CalHR.ca.gov/Training>.
- E. New services include: on-line training alternatives to instructor led classes, CalHR's House Counsel training program (training provided by labor attorneys on technical or sensitive HR rules/laws), and expanded analytical, managerial, basic supervision, and executive level training. Our goal is to effectively and efficiently train more people in more topics in more locations leveraging all available state resources.

ATTACHMENT G
BILINGUAL ORAL FLUENCY EXAM SERVICES

- A. The Department of Human Resources (CalHR), Office of Civil Rights (OCR) offers oral bilingual fluency examinations to assist departments in complying with the Dymally-Alatorre Bilingual Services Act. The OCR conducts bilingual fluency examinations to certify state employees that are assigned to public contact positions and utilize their bilingual skills 5% or more during the course of their work. Currently, OCR offers oral fluency examinations in the following languages:
1. Hmong
 2. Mandarin
 3. Russian
 4. Spanish
 5. Tagalog
 6. Vietnamese
- B. As exams become available in other languages, they will be identified on CalHR's website at <http://www.calhr.ca.gov>
- C. Services include:
1. Scheduling the oral fluency examination;
 2. Securing a testing site to administer the examination;
 3. Securing a certified Chairperson and Rater;
 4. Preparing the panel package;
 5. Administering and recording the oral fluency examination;
 6. Sending examination results to the candidate and department; and
 7. Adding successful candidates' score on ECOS.
- D. The cost for this service is \$115.00 per candidate.

OC FAIR & EVENT CENTER
 RENTAL AGREEMENTS FOR BOARD APPROVAL
 JANUARY 2016

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-158-15	Absolute Event Solutions, Inc.	Winter Fest	Holiday Event	The Hangar, Main Mall, Anaheim, OC Promenade & Portion of Lot I	11/24/15-01/10/16	\$307,952.68
R-160-15	Charlene Leavitt	Tony Fiori Celebration of Life	Memorial	The Hangar	12/08/15-12/09/15	\$4,040.00
R-162-15	Absolute Event Solutions, Inc.	Absolute Entertainment Camping & Parking	Camping & Parking	Campground	11/24/15-01/10/16	\$13,518.75
R-010-16	Costa Mesa Police Department	Costa Mesa Police Department Motor Training	Motor Training	Parking Lot H	01/01/16-12/31/16	\$100.00 per day
R-011-16	All American Boys Chorus	AABC OFFICE AND REHEARSAL HEADQUARTERS	Annual Rentor	Livestock Building	01/01/16-06/30/16	\$940.00 per month; \$120 per meeting for additional space
R-012-16	Newport Beach Police Department	Newport Beach Police Department Officer Training	Officer Training	Lot G	01/01/16-12/31/16	\$100.00 per day
R-015-16	Allstar Events	Corona Del Mar High School Winter Formal	Winter Formal	Hangar Building	01/09/16-1/10/16	\$14,954.50
R-016-16	Allstar Events	Huntington Beach High School Winter Formal	Winter Formal	Hangar Building	01/30/16-1/31/16	\$14,954.50
R-019-16	WWSRA	Southern California Preview	Trade Show	Anaheim Building	01/19/16-01/21/16	\$9,878.00
R-027-16	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Bridal Expo	Costa Mesa Building, Huntington Beach Building, Santa Ana Pavilion	01/01/16-01/02/16	\$8,553.00
R-028-16	Long Beach Elks Lodge	Rolling Antlers - Trailer Rally	Trailer Rally	Campground	01/08/16-01/10-16	\$30.00 per night per RV
R-041-16	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa, Santa Ana Pavilion	02/24/16-02/29/16	\$43,689.50
R-042-16	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa, Santa Ana Pavilion	05/04/16-05/09/16	\$43,689.50
R-043-16	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa, Santa Ana Pavilion	08/24/16-08/29/16	\$43,689.50
R-044-16	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa, Santa Ana Pavilion	10/12/16-10/17/16	\$43,689.50
R-047-16	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show	Costa Mesa, Huntington Beach, Los Alamitos, Anaheim, Santa Ana Pavilion, OC Promenade, Main Mall	01/14/16-01/18/16	\$81,529.50
R-048-16	Allstar Events	Aliso Niguel High School Prom	Prom	The Hangar	05/21/16-05/22/16	\$15,019.50
R-051-16	County of Orange, County Executive Office/Real Estate	Bioterrorism Emergency	Mass Reception, Care and Shelter	All Grounds	01/01/16-12/31/16	Fee Waived
R-054-16	Sunset Promotional Services, Inc.	Marine Aquarium Expo	Consumer Show	The Hangar	04/01/16-04/03/16	\$14,998.00
R-059-16	Oange County Sheriff's Advisory Council	Sergeant Baker Retirement Party	Private Party	The Hangar	01/13/16	In-Kind Trade: \$5,406.00
FT-002-16	GCT, Inc. dba The Grilled Cheese Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-004-16	Soho Taco Gourmet Taco Truck, LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-052-16	MJM Foods, Inc dba White Rabbit Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Absolute Event Solutions, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

November 24, 2015 - January 10, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Winter Fest

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$307,952.68

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Absolute Event Solutions, Inc.
2080 North Tustin Avenue, Suite A
Santa Ana, CA 92705

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Mark Entner, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Winter Fest	Contract No: R-158-15
Contact Person: Mark Entner	Phone: (714) 650-9700
Event Date: 12/18/2015 - 01/03/2016	Hours: Sunday: 11:00 AM - 10:00 PM
	Monday: 11:00 AM - 10:00 PM
	Tuesday: 11:00 AM - 10:00 PM
	Wednesday: 11:00 AM - 10:00 PM
	Thursday: 11:00 AM - 10:00 PM
	Friday: 11:00 AM - 11:00 PM
	Saturday: 11:00 AM - 11:00 PM

Special Hours
 December 24: 11:00 AM - 5:00 PM
 December 25: 2:00 PM - 11:00 PM
 December 31: 11:00 AM - 5:00 PM

Admission Price: Adult: TBD

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Covered Arena	11/24/2015 08:00 AM - 06:00 PM	Move In	Included
Wednesday			
Covered Arena	11/25/2015 08:00 AM - 06:00 PM	Move In	Included
Thursday			
Covered Arena	11/26/2015 08:00 AM - 06:00 PM	Move In	Included
Friday			
Covered Arena	11/27/2015 08:00 AM - 06:00 PM	Move In	Included
Saturday			
Covered Arena	11/28/2015 08:00 AM - 06:00 PM	Move In	Included
Sunday			
Covered Arena	11/29/2015 08:00 AM - 06:00 PM	Move In	500.00
Monday			
Covered Arena	11/30/2015 08:00 AM - 06:00 PM	Move In	500.00
Tuesday			
Covered Arena	12/01/2015 08:00 AM - 06:00 PM	Move In	500.00
Wednesday			
Covered Arena	12/02/2015 08:00 AM - 06:00 PM	Move In	500.00
Thursday			
Covered Arena	12/03/2015 08:00 AM - 06:00 PM	Move In	500.00
Friday			
Covered Arena	12/04/2015 08:00 AM - 06:00 PM	Move In	500.00
Saturday			
Covered Arena	12/05/2015 08:00 AM - 06:00 PM	Move In	500.00
Sunday			
Covered Arena	12/06/2015 08:00 AM - 06:00 PM	Move In	500.00
Monday			
Covered Arena	12/07/2015 08:00 AM - 06:00 PM	Move In	500.00
Tuesday			
½ Lot I	12/08/2015 07:00 AM - 10:00 PM	Move In	425.00
Covered Arena	12/08/2015 08:00 AM - 06:00 PM	Move In	500.00
Wednesday			
½ Lot I	12/09/2015 07:00 AM - 10:00 PM	Move In	425.00
Covered Arena	12/09/2015 08:00 AM - 06:00 PM	Move In	500.00
Thursday			
½ Lot I	12/10/2015 07:00 AM - 10:00 PM	Move In	425.00
OC Promenade	12/10/2015 07:00 AM - 10:00 PM	Move In	950.00

EXHIBIT A

Event Information

Friday			
½ Lot I	12/11/2015 07:00 AM - 10:00 PM	Move In	425.00
OC Promenade	12/11/2015 07:00 AM - 10:00 PM	Move In	950.00
Saturday			
½ Lot I	12/12/2015 07:00 AM - 10:00 PM	Move In	425.00
OC Promenade	12/12/2015 07:00 AM - 10:00 PM	Move In	950.00
Sunday			
½ Lot I	12/13/2015 07:00 AM - 10:00 AM	Move In	425.00
Anaheim Building (#16)	12/13/2015 07:00 AM - 10:00 PM	Move In	950.00
OC Promenade	12/13/2015 07:00 AM - 10:00 PM	Move In	950.00
The Hangar	12/13/2015 09:00 AM - 10:00 PM	Move In	1,600.00
Monday			
½ Lot I	12/14/2015 07:00 AM - 10:00 PM	Move In	425.00
½ Main Mall	12/14/2015 07:00 AM - 10:00 PM	Move In	350.00
Anaheim Building (#16)	12/14/2015 07:00 AM - 10:00 PM	Move In	950.00
OC Promenade	12/14/2015 07:00 AM - 10:00 PM	Move In	950.00
The Hangar	12/14/2015 07:00 AM - 10:00 PM	Move In	1,600.00
Tuesday			
½ Lot I	12/15/2015 07:00 AM - 10:00 PM	Move In	Included
½ Main Mall	12/15/2015 07:00 AM - 10:00 PM	Move In	Included
Anaheim Building (#16)	12/15/2015 07:00 AM - 10:00 PM	Move In	Included
OC Promenade	12/15/2015 07:00 AM - 10:00 PM	Move In	Included
The Hangar	12/15/2015 07:00 AM - 10:00 PM	Move In	Included
Wednesday			
½ Lot I	12/16/2015 07:00 AM - 10:00 PM	Move In	Included
½ Main Mall	12/16/2015 07:00 AM - 10:00 PM	Move In	Included
Anaheim Building (#16)	12/16/2015 07:00 AM - 10:00 PM	Move In	Included
OC Promenade	12/16/2015 07:00 AM - 10:00 PM	Move In	Included
The Hangar	12/16/2015 07:00 AM - 10:00 PM	Move In	Included
Thursday			
½ Lot I	12/17/2015 07:00 AM - 10:00 PM	Move In	Included
½ Main Mall	12/17/2015 07:00 AM - 10:00 PM	Move In	Included
½ Santa Ana Pavilion	12/17/2015 06:00 PM - 12:00 AM	Move In	Included
Anaheim Building (#16)	12/17/2015 07:00 AM - 10:00 PM	Move In	Included
OC Promenade	12/17/2015 07:00 AM - 10:00 PM	Move In	Included
The Hangar	12/17/2015 07:00 AM - 10:00 PM	Move In	Included
Friday			
½ Lot I	12/18/2015 11:00 AM - 11:00 PM	Event	850.00
½ Main Mall	12/18/2015 11:00 AM - 11:00 PM	Event	700.00
½ Santa Ana Pavilion	12/18/2015 11:00 AM - 11:00 PM	Event	800.00
Anaheim Building (#16)	12/18/2015 11:00 AM - 11:00 PM	Event	1,900.00
OC Promenade	12/18/2015 11:00 AM - 11:00 PM	Event	1,900.00
The Hangar	12/18/2015 11:00 AM - 11:00 PM	Event	3,200.00
Saturday			
½ Lot I	12/19/2015 11:00 AM - 11:00 PM	Event	850.00
½ Main Mall	12/19/2015 11:00 AM - 11:00 PM	Event	700.00
½ Santa Ana Pavilion	12/19/2015 11:00 AM - 11:00 PM	Event	800.00
Anaheim Building (#16)	12/19/2015 11:00 AM - 11:00 PM	Event	1,900.00
OC Promenade	12/19/2015 11:00 AM - 11:00 PM	Event	1,900.00
The Hangar	12/19/2015 11:00 AM - 11:00 PM	Event	3,200.00
Sunday			
½ Lot I	12/20/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/20/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/20/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/20/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/20/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/20/2015 11:00 AM - 10:00 PM	Event	2,880.00*

EXHIBIT A

Event Information

Monday

½ Lot I	12/21/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/21/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/21/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/21/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/21/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/21/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Tuesday

½ Lot I	12/22/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/22/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/22/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/22/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/22/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/22/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Wednesday

½ Lot I	12/23/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/23/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/23/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/23/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/23/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/23/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Thursday (Holiday)

½ Lot I	12/24/2015 11:00 AM - 05:00 PM	Event	765.00*
½ Main Mall	12/24/2015 11:00 AM - 05:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/24/2015 11:00 AM - 05:00 PM	Event	720.00*
Anaheim Building (#16)	12/24/2015 11:00 AM - 05:00 PM	Event	1,710.00*
OC Promenade	12/24/2015 11:00 AM - 05:00 PM	Event	1,710.00*
The Hangar	12/24/2015 11:00 AM - 05:00 PM	Event	2,880.00*

Friday (Holiday)

½ Lot I	12/25/2015 02:00 PM - 11:00 PM	Event	850.00
½ Main Mall	12/25/2015 02:00 PM - 11:00 PM	Event	700.00
½ Santa Ana Pavilion	12/25/2015 02:00 PM - 11:00 PM	Event	800.00
Anaheim Building (#16)	12/25/2015 02:00 PM - 11:00 PM	Event	1,900.00
OC Promenade	12/25/2015 02:00 PM - 11:00 PM	Event	1,900.00
The Hangar	12/25/2015 02:00 PM - 11:00 PM	Event	3,200.00

Saturday

½ Lot I	12/26/2015 11:00 AM - 11:00 PM	Event	850.00
½ Main Mall	12/26/2015 11:00 AM - 11:00 PM	Event	700.00
½ Santa Ana Pavilion	12/26/2015 11:00 AM - 11:00 PM	Event	800.00
Anaheim Building (#16)	12/26/2015 11:00 AM - 11:00 PM	Event	1,900.00
OC Promenade	12/26/2015 11:00 AM - 11:00 PM	Event	1,900.00
The Hangar	12/26/2015 11:00 AM - 11:00 PM	Event	3,200.00

Sunday

½ Lot I	12/27/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/27/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/27/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/27/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/27/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/27/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Monday

½ Lot I	12/28/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/28/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/28/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/28/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/28/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/28/2015 11:00 AM - 10:00 PM	Event	2,880.00*

EXHIBIT A

Event Information

Tuesday

½ Lot I	12/29/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/29/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/29/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/29/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/29/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/29/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Wednesday

½ Lot I	12/30/2015 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	12/30/2015 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/30/2015 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	12/30/2015 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	12/30/2015 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	12/30/2015 11:00 AM - 10:00 PM	Event	2,880.00*

Thursday (Holiday)

½ Lot I	12/31/2015 11:00 AM - 05:00 PM	Event	765.00*
½ Main Mall	12/31/2015 11:00 AM - 05:00 PM	Event	630.00*
½ Santa Ana Pavilion	12/31/2015 11:00 AM - 05:00 PM	Event	720.00*
Anaheim Building (#16)	12/31/2015 11:00 AM - 05:00 PM	Event	1,710.00*
OC Promenade	12/31/2015 11:00 AM - 05:00 PM	Event	1,710.00*
The Hangar	12/31/2015 11:00 AM - 05:00 PM	Event	2,880.00*

Friday (Holiday)

½ Lot I	01/01/2016 11:00 AM - 10:00 PM	Event	850.00
½ Main Mall	01/01/2016 11:00 AM - 10:00 PM	Event	700.00
½ Santa Ana Pavilion	01/01/2016 11:00 AM - 10:00 PM	Event	800.00
Anaheim Building (#16)	01/01/2016 11:00 AM - 10:00 PM	Event	1,900.00
OC Promenade	01/01/2016 11:00 AM - 10:00 PM	Event	1,900.00
The Hangar	01/01/2016 11:00 AM - 10:00 PM	Event	3,200.00

Saturday

½ Lot I	01/02/2016 11:00 AM - 11:00 PM	Event	850.00
½ Main Mall	01/02/2016 11:00 AM - 11:00 PM	Event	700.00
½ Santa Ana Pavilion	01/02/2016 11:00 AM - 11:00 PM	Event	800.00
Anaheim Building (#16)	01/02/2016 11:00 AM - 11:00 PM	Event	1,900.00
OC Promenade	01/02/2016 11:00 AM - 11:00 PM	Event	1,900.00
The Hangar	01/02/2016 11:00 AM - 11:00 PM	Event	3,200.00

Sunday

½ Lot I	01/03/2016 11:00 AM - 10:00 PM	Event	765.00*
½ Main Mall	01/03/2016 11:00 AM - 10:00 PM	Event	630.00*
½ Santa Ana Pavilion	01/03/2016 11:00 AM - 10:00 PM	Event	720.00*
Anaheim Building (#16)	01/03/2016 11:00 AM - 10:00 PM	Event	1,710.00*
OC Promenade	01/03/2016 11:00 AM - 10:00 PM	Event	1,710.00*
The Hangar	01/03/2016 11:00 AM - 10:00 PM	Event	2,880.00*

Monday

½ Lot I	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included
½ Main Mall	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included
½ Santa Ana Pavilion	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included
Anaheim Building (#16)	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included
OC Promenade	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included
The Hangar	01/04/2016 11:00 AM - 10:00 PM	Move Out	Included

Tuesday

½ Lot I	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included
½ Main Mall	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included
½ Santa Ana Pavilion	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included
Anaheim Building (#16)	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included
OC Promenade	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included
The Hangar	01/05/2016 11:00 AM - 10:00 PM	Move Out	Included

EXHIBIT A

Event Information

Wednesday				
½ Lot I	01/06/2016 11:00 AM - 10:00 PM	Move Out		850.00
OC Promenade	01/06/2016 11:00 AM - 10:00 PM	Move Out		950.00
The Hangar	01/06/2016 11:00 AM - 10:00 PM	Move Out		1,600.00
Thursday				
OC Promenade	01/07/2016 11:00 AM - 10:00 PM	Move Out		950.00
The Hangar	01/07/2016 11:00 AM - 10:00 PM	Move Out		1,600.00
Friday				
OC Promenade	01/08/2016 11:00 AM - 11:00 PM	Move Out		950.00
The Hangar	01/08/2016 07:00 AM - 12:00 AM	Move Out		Included
Saturday				
OC Promenade	01/09/2016 11:00 AM - 11:00 PM	Move Out		950.00
Sunday				
OC Promenade	01/10/2016 07:00 AM - 12:00 PM	Move Out		Included

***10% discount**

- Move out must be completed by 12:00 Noon on Sunday - January 10, 2016 to avoid additional charges. Total: 175,190.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
40 Yard Dumpster	Estimate 4	4.00 EA	132.87 EA	531.48
50 Amp	TBD	TBD EA	70.00 EA	TBD
100 Amp	TBD	TBD EA	180.00 EA	TBD
200 Amp	TBD	TBD EA	360.00 EA	TBD
400 Amp	TBD	TBD EA	720.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 15	15.00 EA	55.00 EA	825.00
Electrical Usage Rate	Estimate Only	1.00 EA	12,000.00 EVT	12,000.00
Electrical Usage Rate (Ice Rink & Slide)	TBD	TBD EA	TBD EVT	TBD
Forklift (40 Yard Dumpsters)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Hang Tag - 17 Day	TBD	TBD EA	96.00 EA	TBD
Info Booth	TBD	TBD EA	150.00 EA	TBD
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	11/18/2015 -01/03/2016	TBD WK	450.00 WK	Included
Picnic Table (Rectangular & Round)	TBD	10.00 EA	15.00 EA	TBD
Portable Electronic Message Board	12/18/2015 - 01/03/2016	2.00 EA	1,500.00 FLAT	1,500.00
Projector/Hangar (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen/Hangar (40'x26')	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift (Electrical Drops)	TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 28 Hours	28.00 HR	75.00 HR	2,100.00
Ticket Booth (Double Window)	Estimate 5	5.00 EA	100.00 EA	500.00
Tonnage Weight (40 Yard Dumpster)	Estimate 30	30.00 TON	49.44 TON	1,483.20
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Total:				21,039.68

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 30 Hours	30.00 HR	30.00 HR	900.00
Grounds Attendant	Estimate 60 Hours	60.00 HR	19.50 HR	1,170.00
Janitorial Attendant	Estimate 22 Hours	22.00 HR	19.50 HR	429.00
Electrician	Estimate 24 Hours	24.00 HR	47.50 HR	1,140.00
Plumber	Estimate 12 Hours	12.00 HR	47.50 HR	570.00
Event Days				
Hours: 11:00 AM - 11:00 PM				
Grounds Attendant Lead	12/18/2015 09:00 AM - 12:00 AM	1.00 EA	30.00 HR	450.00
Grounds Attendant	12/18/2015 09:00 AM - 12:00 AM	2.00 EA	19.50 HR	585.00
Janitorial Attendant	12/18/2015 09:00 AM - 12:00 AM	7.00 EA	19.50 HR	2,047.50

EXHIBIT A

Event Information					
Electrician	12/18/2015 03:30 PM - 11:00 PM	1.00	EA	47.50 HR	356.25
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 11:00 PM					
Grounds Attendant Lead	12/19/2015 09:00 AM - 12:00 AM	1.00	EA	30.00 HR	450.00
Grounds Attendant	12/19/2015 09:00 AM - 12:00 AM	2.00	EA	19.50 HR	585.00
Janitorial Attendant	12/19/2015 09:00 AM - 12:00 AM	7.00	EA	19.50 HR	2,457.50
Electrician	12/19/2015 11:00 AM - 11:00 PM	1.00	EA	47.50 HR	570.00
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/20/2015 09:00 AM - 11:00 PM	1.00	EA	30.00 HR	420.00
Grounds Attendant	12/20/2015 09:00 AM - 11:00 PM	2.00	EA	19.50 HR	546.00
Janitorial Attendant	12/20/2015 09:00 AM - 11:00 PM	7.00	EA	19.50 HR	1,911.00
Electrician	12/20/2015 11:00 AM - 10:00 PM	1.00	EA	47.50 HR	522.50
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/21/2015 09:00 AM - 11:00 PM	1.00	EA	30.00 HR	420.00
Grounds Attendant	12/21/2015 09:00 AM - 11:00 PM	2.00	EA	19.50 HR	546.00
Janitorial Attendant	12/21/2015 09:00 AM - 11:00 PM	5.00	EA	19.50 HR	1,365.00
Electrician	12/21/2015 03:30 PM - 10:00 PM	1.00	EA	47.50 HR	308.75
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/22/2015 09:00 AM - 11:00 PM	1.00	EA	30.00 HR	420.00
Grounds Attendant	12/22/2015 09:00 AM - 11:00 PM	2.00	EA	19.50 HR	546.00
Janitorial Attendant	12/22/2015 09:00 AM - 11:00 PM	5.00	EA	19.50 HR	1,365.00
Electrician	12/22/2015 03:30 PM - 10:00 PM	1.00	EA	47.50 HR	308.75
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/23/2015 09:00 AM - 11:00 PM	1.00	EA	30.00 HR	420.00
Grounds Attendant	12/23/2015 09:00 AM - 11:00 PM	2.00	EA	19.50 HR	546.00
Janitorial Attendant	12/23/2015 09:00 AM - 11:00 PM	5.00	EA	19.50 HR	1,365.00
Electrician	12/23/2015 03:30 PM - 10:00 PM	1.00	EA	47.50 HR	308.75
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 05:00 PM					
Grounds Attendant Lead	12/24/2015 09:00 AM - 06:00 PM	1.00	EA	30.00 HR	270.00
Grounds Attendant	12/24/2015 09:00 AM - 06:00 PM	2.00	EA	19.50 HR	351.00
Janitorial Attendant	12/24/2015 09:00 AM - 06:00 PM	5.00	EA	19.50 HR	877.50
Electrician	12/24/2015 03:30 PM - 05:00 PM	1.00	EA	47.50 HR	71.25
Plumber	TBD	TBD	EA	47.50 HR	TBD
State Holiday					
Hours: 02:00 PM - 11:00 PM					
Grounds Attendant Lead	12/25/2015 12:00 PM - 12:00 AM	1.00	EA	45.00 HR*	540.00
Grounds Attendant	12/25/2015 12:00 PM - 12:00 AM	2.00	EA	29.25 HR*	702.00
Janitorial Attendant	12/25/2015 12:00 PM - 12:00 AM	7.00	EA	29.25 HR*	2,457.00
Electrician	12/25/2015 02:00 PM - 11:00 PM	1.00	EA	71.25 HR*	641.25
Plumber	TBD	TBD	EA	71.25 HR*	TBD
Hours: 11:00 AM - 11:00 PM					
Grounds Attendant Lead	12/26/2015 09:00 AM - 12:00 AM	1.00	EA	30.00 HR	450.00
Grounds Attendant	12/26/2015 09:00 AM - 12:00 AM	2.00	EA	19.50 HR	585.00
Janitorial Attendant	12/26/2015 09:00 AM - 12:00 AM	7.00	EA	19.50 HR	2,047.50
Electrician	12/26/2015 11:00 AM - 11:00 PM	1.00	EA	47.50 HR	570.00
Plumber	TBD	TBD	EA	47.50 HR	TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/27/2015 09:00 AM - 11:00 PM	1.00	EA	30.00 HR	420.00
Grounds Attendant	12/27/2015 09:00 AM - 11:00 PM	2.00	EA	19.50 HR	546.00
Janitorial Attendant	12/27/2015 09:00 AM - 11:00 PM	7.00	EA	19.50 HR	1,911.00
Electrician	12/27/2015 11:00 AM - 10:00 PM	1.00	EA	47.50 HR	522.50
Plumber	TBD	TBD	EA	47.50 HR	TBD

EXHIBIT A

Event Information

Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/28/2015 09:00 AM - 11:00 PM	1.00 EA	30.00 HR		420.00
Grounds Attendant	12/28/2015 09:00 AM - 11:00 PM	2.00 EA	19.50 HR		546.00
Janitorial Attendant	12/28/2015 09:00 AM - 11:00 PM	5.00 EA	19.50 HR		1,365.00
Electrician	12/28/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR		308.75
Plumber	TBD	TBD EA	47.50 HR		TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/29/2015 09:00 AM - 11:00 PM	1.00 EA	30.00 HR		420.00
Grounds Attendant	12/29/2015 09:00 AM - 11:00 PM	2.00 EA	19.50 HR		546.00
Janitorial Attendant	12/29/2015 09:00 AM - 11:00 PM	5.00 EA	19.50 HR		1,365.00
Electrician	12/29/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR		308.75
Plumber	TBD	TBD EA	47.50 HR		TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	12/30/2015 09:00 AM - 11:00 PM	1.00 EA	30.00 HR		420.00
Grounds Attendant	12/30/2015 09:00 AM - 11:00 PM	2.00 EA	19.50 HR		546.00
Janitorial Attendant	12/30/2015 09:00 AM - 11:00 PM	5.00 EA	19.50 HR		1,365.00
Electrician	12/30/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR		308.75
Plumber	TBD	TBD EA	47.50 HR		TBD
Hours: 11:00 AM - 05:00 PM					
Grounds Attendant Lead	12/31/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR		270.00
Grounds Attendant	12/31/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR		351.00
Janitorial Attendant	12/31/2015 09:00 AM - 06:00 PM	5.00 EA	19.50 HR		877.50
Electrician	12/31/2015 03:30 PM - 05:00 PM	1.00 EA	47.50 HR		71.25
Plumber	TBD	TBD EA	47.50 HR		TBD
State Holiday					
Hours: 11:00 AM - 11:00 PM					
Grounds Attendant Lead	01/01/2016 09:00 AM - 12:00 AM	1.00 EA	45.00 HR*		675.00
Grounds Attendant	01/01/2016 09:00 AM - 12:00 AM	2.00 EA	30.00 HR*		900.00
Janitorial Attendant	01/01/2016 09:00 AM - 12:00 AM	7.00 EA	30.00 HR*		3,150.00
Electrician	01/01/2016 11:00 AM - 11:00 PM	1.00 EA	75.00 HR*		900.00
Plumber	TBD	TBD EA	75.00 HR*		TBD
Hours: 11:00 AM - 11:00 PM					
Grounds Attendant Lead	01/02/2016 09:00 AM - 12:00 AM	1.00 EA	30.00 HR		450.00
Grounds Attendant	01/02/2016 09:00 AM - 12:00 AM	2.00 EA	20.00 HR		600.00
Janitorial Attendant	01/02/2016 09:00 AM - 12:00 AM	7.00 EA	20.00 HR		2,100.00
Electrician	01/02/2016 11:00 AM - 11:00 PM	1.00 EA	50.00 HR		600.00
Plumber	TBD	TBD EA	50.00 HR		TBD
Hours: 11:00 AM - 10:00 PM					
Grounds Attendant Lead	01/03/2016 09:00 AM - 11:00 PM	1.00 EA	30.00 HR		420.00
Grounds Attendant	01/03/2016 09:00 AM - 11:00 PM	2.00 EA	20.00 HR		560.00
Janitorial Attendant	01/03/2016 09:00 AM - 11:00 PM	7.00 EA	20.00 HR		1,960.00
Electrician	01/03/2016 11:00 AM - 10:00 PM	1.00 EA	50.00 HR		550.00
Plumber	TBD	TBD EA	50.00 HR		TBD
Clean Up					
Grounds Attendant Lead	Estimate 30 Hours	30.00 HR	30.00 HR		900.00
Grounds Attendant	Estimate 60 Hours	60.00 HR	20.00 HR		1,200.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	20.00 HR		400.00
Electrician	Estimate 15 Hours	15.00 HR	50.00 HR		750.00
Plumber	Estimate 8 Hours	8.00 HR	50.00 HR		400.00
Event Sales & Services					
Event Coordinator	12/18/2015 09:00 AM - 12:00 AM	1.00 EA	40.00 HR		600.00
Event Coordinator	12/19/2015 09:00 AM - 12:00 AM	1.00 EA	40.00 HR		600.00
Event Coordinator	12/20/2015 09:00 AM - 11:00 PM	1.00 EA	40.00 HR		560.00
Event Coordinator	12/21/2015 09:00 AM - 11:00 PM	1.00 EA	40.00 HR		560.00
Event Coordinator	12/22/2015 09:00 AM - 11:00 PM	1.00 EA	40.00 HR		560.00
Event Coordinator	12/23/2015 09:00 AM - 11:00 PM	1.00 EA	40.00 HR		560.00
Event Coordinator	12/24/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR		360.00
Event Coordinator	12/25/2015 12:00 PM - 12:00 AM	1.00 EA	60.00 HR*		720.00
Event Coordinator	12/26/2015 09:00 AM - 12:00 AM	1.00 EA	40.00 HR		600.00

EXHIBIT A

Event Information					
Event Coordinator	12/27/2015 09:00 AM - 11:00 PM	1.00	EA	40.00 HR	560.00
Event Coordinator	12/28/2015 09:00 AM - 11:00 PM	1.00	EA	40.00 HR	560.00
Event Coordinator	12/29/2015 09:00 AM - 11:00 PM	1.00	EA	40.00 HR	560.00
Event Coordinator	12/30/2015 09:00 AM - 11:00 PM	1.00	EA	40.00 HR	560.00
Event Coordinator	12/31/2015 09:00 AM - 06:00 PM	1.00	EA	40.00 HR	360.00
Event Coordinator	01/01/2016 09:00 AM - 12:00 AM	1.00	EA	60.00 HR*	900.00
Event Coordinator	01/02/2016 09:00 AM - 12:00 AM	1.00	EA	40.00 HR	600.00
Event Coordinator	01/03/2016 09:00 AM - 11:00 PM	1.00	EA	40.00 HR	560.00
<u>Parking</u>					
Parking Attendant Lead	Estimate 15 Hours	15.00	EA	30.00 HR	450.00
Parking Attendant	Estimate 30 Hours	30.00	EA	19.50 HR	585.00
<u>Safety & Security</u>					
Security Attendant Lead	12/18/2015 10:00 AM - 12:00 AM	1.00	EA	30.00 HR	420.00
Security Attendant	12/18/2015 10:00 AM - 12:00 AM	6.00	EA	19.50 HR	1,638.00
Security Attendant Lead	12/19/2015 10:00 AM - 12:00 AM	1.00	EA	30.00 HR	420.00
Security Attendant	12/19/2015 10:00 AM - 12:00 AM	6.00	EA	19.50 HR	1,638.00
Security Attendant Lead	12/20/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/20/2015 10:00 AM - 11:00 PM	6.00	EA	19.50 HR	1,521.00
Security Attendant Lead	12/21/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/21/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/22/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/22/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/23/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/23/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/24/2015 10:00 AM - 06:00 PM	1.00	EA	30.00 HR	240.00
Security Attendant	12/24/2015 10:00 AM - 06:00 PM	4.00	EA	19.50 HR	624.00
Security Attendant Lead	12/25/2015 01:00 PM - 12:00 AM	1.00	EA	45.00 HR*	495.00
Security Attendant	12/25/2015 01:00 PM - 12:00 AM	4.00	EA	29.25 HR*	1,287.00
Security Attendant Lead	12/26/2015 10:00 AM - 12:00 AM	1.00	EA	30.00 HR	420.00
Security Attendant	12/26/2015 10:00 AM - 12:00 AM	4.00	EA	19.50 HR	1,092.00
Security Attendant Lead	12/27/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/27/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/28/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/28/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/29/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/29/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/30/2015 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	12/30/2015 10:00 AM - 11:00 PM	4.00	EA	19.50 HR	1,014.00
Security Attendant Lead	12/31/2015 10:00 AM - 06:00 PM	1.00	EA	30.00 HR	240.00
Security Attendant	12/31/2015 10:00 AM - 06:00 PM	4.00	EA	19.50 HR	624.00
Security Attendant Lead	01/01/2016 10:00 AM - 12:00 AM	1.00	EA	45.00 HR*	630.00
Security Attendant	01/01/2016 10:00 AM - 12:00 AM	4.00	EA	30.00 HR*	1,680.00
Security Attendant Lead	01/02/2016 10:00 AM - 12:00 AM	1.00	EA	30.00 HR	420.00
Security Attendant	01/02/2016 10:00 AM - 12:00 AM	4.00	EA	20.00 HR	1,120.00
Security Attendant Lead	01/03/2016 10:00 AM - 11:00 PM	1.00	EA	30.00 HR	390.00
Security Attendant	01/03/2016 10:00 AM - 11:00 PM	4.00	EA	20.00 HR	1,040.00
<u>Technology</u>					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD	EA	100.00 EVT	TBD
Technology Attendant	TBD	1.00	EA	37.50 HR	TBD

EXHIBIT A

Event Information

Outside Services

Event Medical Services	12/18/2015 10:00 AM - 12:00 AM	Estimate Only	1.00	EA	20.00	HR	280.00
Event Medical Services	12/19/2015 10:00 AM - 12:00 AM	Estimate Only	1.00	EA	20.00	HR	280.00
Event Medical Services	12/20/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/21/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/22/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/23/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/24/2015 10:00 AM - 06:00 PM	Estimate Only	1.00	EA	30.00	HR*	240.00
Event Medical Services	12/25/2015 01:00 PM - 12:00 AM	Estimate Only	1.00	EA	30.00	HR*	330.00
Event Medical Services	12/26/2015 10:00 AM - 12:00 AM	Estimate Only	1.00	EA	20.00	HR	280.00
Event Medical Services	12/27/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/28/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/29/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/30/2015 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	20.00	HR	260.00
Event Medical Services	12/31/2015 10:00 AM - 06:00 PM	Estimate Only	1.00	EA	30.00	HR*	240.00
Event Medical Services	01/01/2016 10:00 AM - 12:00 AM	Estimate Only	1.00	EA	30.00	HR*	420.00
Event Medical Services	01/02/2016 10:00 AM - 12:00 AM	Estimate Only	1.00	EA	21.00	HR	294.00
Event Medical Services	01/03/2016 10:00 AM - 11:00 PM	Estimate Only	1.00	EA	21.00	HR	273.00
Sound Engineer	Estimate Only		1.00	EA	2,250.00	EVT	2,250.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)		3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	TBD		TBD	EA	TBDEVT		TBD
<i>-Trash Collection & Sweeping Services will be included in an amendment to the rental agreement.</i>							
*Holiday Rates					Total:		106,723.00

Summary

Facility Rental Total	\$175,190.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$127,762.68
Refundable Deposit	\$5,000.00
Grand Total:	\$307,952.68

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$50,000.00
Second Payment	12/11/2015	\$128,976.34
Third Payment	12/14/2015	\$128,976.34
Total:		\$307,952.68
Payment Total:		\$307,952.68

Please Remit Payment in *Check or Credit Card Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL INSURANCE REQUIREMENT – (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. *See OCFEC Signage Guide.*

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshall.

CHAIRS – TBD

FOOD & BEVERAGE VENDOR FEE

Absolute Event Solutions agrees to pay Spectra, the OCFEC Master Concessionaire based on a separate agreement between those parties. A complete non-Spectra food & beverage vendor list must be provided to Spectra with submittal of associated fees.

EXCLUSIVE RIGHTS

OCFEC agrees Absolute Event Solutions shall have the exclusive rights to the “Winter Fest” holiday event in the month of December, 2015 and January, 2016 in accordance with OCFEC’s booking policies. In addition, AES shall have the first right of refusal to rebook their festival for December, 2016 and January, 2017 with submittal of dates and venues to be utilized within sixty (60) days following the end of the initial 2015-2016 event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. **All beverages in glass or can containers must be poured into disposable cups.**

PROPANE

Propane heaters are not allowed inside buildings or breezeways. All propane equipment must be located at least twenty feet (20’) from all buildings and structures.

PYROTECHNICS

The pyrotechnics company hired by Absolute Event Solutions will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees.

RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

SECURITY

Security plan must be submitted to OCFEC Safety and Security by October 28, 2015 for review and approval. Should the outside services security plan submitted by Absolute Event Solutions not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

SOUND MITIGATION (in the HANGAR)

Absolute Event Solutions agrees to sound mitigation terms as follows:

- Provide a heavy plastic (4 mil) along the back wall behind the stage. Heavy plastic must extend twenty-five (25’) past stage left and stage right. Plastic must extend from the ceiling to the floor.
- Provide a heavy velour curtain in front of heavy plastic, directly to rear of the stage. Heavy velour curtain must extend twenty-five (25’) past stage left and stage right. Curtain must extend from the ceiling to the floor.
- Use of an OCFEC Sound Engineer/Sound Monitor required at all times.
- All of OCFEC usual and normal sound mitigation rules apply, at all times.
- Hangar doors must close at 10:00 pm on Friday & Saturday; 9:00 pm on Sunday through Thursday unless otherwise approved in writing by OCFEC.

EXHIBIT A

Event Information

SOUND MITIGATION AFTER 10:00 PM (in all BUILDINGS)

Absolute Event Solutions agrees to sound mitigation terms as follows:

- a) Overall level dropping by 5 dB, broadband, including house PA and monitors.
- b) Sub-woofer level to be decreased by 6 dB.
- c) Further level reduction may be required, depending on local weather, ambient noise and other concerns.
- d) All doors to buildings must be closed.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Amplified sound may continue inside buildings only with the doors closed.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures (see above sound mitigation terms). Should the Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Absolute Event Solutions must comply with request.**

STAGE BARRICADES

Stage barricades are required in front of all stages.

STATE FIRE MARSHAL

Building capacity and outside (on grounds) area capacity will be determined by State Fire Marshal.

STRAW BALES

Straw bales are not allowed inside buildings unless treated with approved fire retardant substance, and only after proof of treatment has been submitted to OCFEC.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, etc. must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

Title: Mark Entner, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Charlene Leavitt** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

December 8 - 9, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Tony Fiori Celebration of Life

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$4,040.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Charlene Leavitt
3519 East Keresan Drive
Phoenix, AZ 85044

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Charlene Leavitt

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Tony Fiori Celebration of Life	Contract No: R-160-15
Contact Person: Charlene Leavitt	Phone: (602) 763-3155
Event Date: 12/09/2015	Hours: 11:00 AM - 2:00 PM
Vehicle Parking Fee: Private Event (No Parking Fee)	Projected Attendance: 500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	12/08/2015 03:00 PM - 06:00 PM	Rental Drop Off	No Charge
Wednesday			
The Hangar	12/09/2015 11:00 AM - 02:00 PM	Event ½ Day / Move Out	1,600.00
-Move out must be completed by 2:00 PM on Wednesday - December 9, 2015 to avoid additional charges.			Total: 1,600.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (<i>Individual</i>)	Estimate 250	250.00 EA	2.50 EA	625.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Folding Table	TBD	TBD EA	15.00 EA	TBD
Man Lift (<i>Banners</i>)	TBD	TBD HR	75.00 HR	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Sweeper (<i>In-House</i>)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Total:				825.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Creative Services</u>				
Banner	Estimate 6	6.00 HR	85.00 EA	510.00
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Event Day				
Grounds Attendant Lead	12/09/2015 10:00 AM - 02:00 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	12/09/2015 10:00 AM - 02:00 PM	1.00 EA	19.50 HR	78.00
Janitorial Attendant	12/09/2015 10:00 AM - 02:00 PM	2.00 EA	19.50 HR	156.00
Clean Up				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Insurance</u>				
S.E.L.I. Insurance	12/09/2015	1.00 DAY	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 2:00 PM on Wednesday - December 9, 2015.</i>				
Total:				1,115.00

Summary

Facility Rental Total	\$1,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,940.00
Refundable Deposit	\$500.00

Grand Total: \$4,040.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/09/2015	\$4,040.00
Total:		\$4,040.00
Payment Total:		\$4,040.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that the implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA:

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

DRAFT

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Absolute Event Solutions, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

November 24, 2015 - January 10, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Camping

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$13,308.75

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Absolute Event Solutions, Inc.
2080 North Tustin Avenue, Suite A
Santa Ana, CA 92705

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Mark Entner, Chief Executive Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Absolute Entertainment Camping	Contract No:	R-162-15
Contact Person:	Mark Entner	Phone:	(714) 650-9700
Event Dates:	11/24/2015 - 01/10/2016	Hours:	12:00AM - 11:59 PM Daily

Camping and Parking Fee: *See Estimated Equipment Fees* **Projected Attendance:** 40 - 60

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Campground	11/24/2015 05:00 PM - 01/10/2016 12:00 PM	Camping	See Below

-Move out must be completed by 12:00 Noon on Sunday - January 10, 2016 to avoid additional charges. Total: See Below

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Employee Bunkhouses/RV's	11/24/2015 - 01/10/2016	5.00 EA	30.00 EA/DAY	Included
Employee Bunkhouses/RV's	12/08/2015 - 01/09/2016	7.00 EA	30.00 EA/DAY	6,930.00
Total:				7,056.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Event Day</u>				
<u>Campground Restrooms</u>				
Janitorial Attendant	12/16/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/17/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/18/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/19/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/20/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/21/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/22/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/23/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/24/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/25/2015 Estimate 2 Hours	1.00 EA	29.25 HR*	58.50
Janitorial Attendant	12/26/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/27/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/28/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/29/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/30/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	12/31/2015 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	01/01/2016 Estimate 2 Hours	1.00 EA	30.00 HR*	60.00
Janitorial Attendant	01/02/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/03/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/04/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/05/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/06/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/07/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/08/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/09/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Janitorial Attendant	01/10/2016 Estimate 2 Hours	1.00 EA	20.00 HR	40.00
Electrician	TBD	TBD EA	47.50 HR	TBD
Plumber	TBD	TBD EA	47.50 HR	TBD
<u>Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	TBD	TBD HR	50.00 HR	TBD
Plumber	TBD	TBD HR	50.00 HR	TBD
<u>Safety & Security</u>				
<u>Estimate Only</u>				
Security Attendant - Overnight	12/16/2015 10:00 PM - 12/17/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/17/2015 10:00 PM - 12/18/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/18/2015 10:00 PM - 12/19/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/19/2015 10:00 PM - 12/20/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/20/2015 10:00 PM - 12/21/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/21/2015 10:00 PM - 12/22/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/22/2015 10:00 PM - 12/23/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/23/2015 10:00 PM - 12/24/2015 07:00 AM	1.00 EA	19.50 HR	175.50

EXHIBIT A

Event Information

Security Attendant - Overnight	12/24/2015 10:00 PM - 12/25/2015 12:00 AM	1.00 EA	19.50 HR	39.00
Security Attendant - Overnight	12/25/2015 12:00 AM - 12/25/2015 07:00 AM	1.00 EA	29.25 HR*	204.75
Security Attendant - Overnight	12/25/2015 10:00 PM - 12/26/2015 12:00 AM	1.00 EA	29.25 HR*	58.50
Security Attendant - Overnight	12/26/2015 12:00 AM - 12/26/2015 07:00 AM	1.00 EA	19.50 HR	136.50
Security Attendant - Overnight	12/26/2015 10:00 PM - 12/27/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/27/2015 10:00 PM - 12/28/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/28/2015 10:00 PM - 12/29/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/29/2015 10:00 PM - 12/30/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/30/2015 10:00 PM - 12/31/2015 07:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant - Overnight	12/31/2015 10:00 PM - 01/01/2016 12:00 AM	1.00 EA	19.50 HR	39.00
Security Attendant - Overnight	01/01/2016 12:00 AM - 01/01/2016 07:00 AM	1.00 EA	30.00 HR*	210.00
Security Attendant - Overnight	01/01/2016 10:00 PM - 01/02/2016 12:00 AM	1.00 EA	30.00 HR*	60.00
Security Attendant - Overnight	01/02/2016 12:00 AM - 01/02/2016 07:00 AM	1.00 EA	20.00 HR	140.00
Security Attendant - Overnight	01/02/2016 10:00 PM - 01/03/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/03/2016 10:00 PM - 01/04/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/04/2016 10:00 PM - 01/05/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/05/2016 10:00 PM - 01/06/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/06/2016 10:00 PM - 01/07/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/07/2016 10:00 PM - 01/08/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/08/2016 10:00 PM - 01/09/2016 07:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	01/09/2016 10:00 PM - 01/10/2016 07:00 AM	1.00 EA	20.00 HR	180.00

***Holiday Rates** **Total: 5,752.75**

Summary

Estimated Equipment, Reimbursable Personnel and Services Total \$12,808.75
 Refundable Deposit \$500.00

Grand Total: \$13,308.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	13,308.75

Total: \$13,308.75

Payment Total: \$13,308.75

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

CARNIVAL RIDES

Carnival rides are not permitted to be housed on trailers that are parked on site. Only empty trailers are permitted.

SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, Absolute Event Solutions, Inc. must comply with request.

REVIEWED_____

DATE **January 20, 2016**

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Costa Mesa Police Department** hereinafter, called the Renter

WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2016 and ending December 31, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Lot H

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Costa Mesa Police Department Motor Training
- 4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$100.00 per day
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By_____

By_____

Title: Oscar Reyes, Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

Event Name: Costa Mesa Police Department Motor Training
Contact Person: Oscar Reyes, Officer
Event Dates: 01/01/2016 - 12/31/2016

Contract No: R-010-16
Phone: (714) 754-5280
Hours: 08:00 AM - 05:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot H..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2016 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 1, 2016**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **All American Boys Chorus** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2016 and ending June 30, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Livestock Building, Storage of AABC Containers, Bus and Equipment Truck

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

AABC OFFICE AND REHEARSAL HEADQUARTERS

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$940.00 per month for AABC Office, Rehearsal Headquarters and Storage Space Rental
\$120.00 per meeting for additional space in Silo Building, OCFEC Administration Building Orange County Room or Baja Blues**

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**All American Boys Chorus
P.O. Box 1527
Costa Mesa, CA 92626**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By _____

By _____

Title: Tony Manrique, Executive Director

Title: Michele Richards, Chief Business Development Officer

AGREEMENT: R-011-16
DATED: January 20, 2016
WITH: All American Boys Chorus (AABC)
PHONE: (714) 708-1670

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2016 and ending June 30, 2016

BUILDING(S)/LOCATION(S):

Livestock Building and equipment storage space at designated asphalt locations in Livestock and Pit areas; Ranch Building access on a to be scheduled basis.

RENTER AGREES:

- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that current Proof of Workers Compensation Insurance is on file at all times.
- To confine all regular office activity to Livestock Building as well as student activities to Ranch Classroom and outside asphalt area. Use of the Ranch Classroom area must be scheduled with the OCFEC Event Sales & Services Department. **Dates and times must be agreed upon by both parties prior to usage.**
- **That all students must be supervised by an adult at all times.**
- That the Ranch Building Kitchen will be used by adults only, and may not be used as a rehearsal area.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot G or where otherwise instructed by OCFEC Parking Staff.
- That bus and truck will only be parked adjacent to Lot G, next to the Corporation Yard.
- That only two (2) storage containers be placed in designated Livestock area and only two (2) storage containers be placed in designated Pit area.
- To provide District (OCFEC) with a list of names of people that will be bringing their vehicles onto OCFEC property and to ensure that these vehicles all have an OCFEC issued parking permit.
- That all members and patrons of AABC will enter the property at Gate 8 off Arlington Drive.
- **That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.**
- To provide proof of insurance coverage for January 1, 2016 through June 30, 2016. **AABC's current insurance certificate expires April 30, 2016.**
- That additional space for Parent or Board meetings in the Silo Building or OCFEC Administration Building, Orange County Room or Baja Blues will be charged separately at \$120.00 per meeting on an as scheduled basis.
- That use of buildings or areas other than specified in this agreement must be confirmed and written into an

amendment. Any additional planned usage must be submitted for review and approval at least one month prior to requested usage date.

- That when additional space is utilized for classes and meetings, all tables and chairs will be returned to their proper place, and all trash generated by AABC be taken out by Renter to appropriate disposal area.
- To vacate office immediately to the left of the lobby of the Ranch Building (Bldg. 33) by Monday - June 20, 2016. All AABC items must be removed. Office will be used exclusively by OCFEC Livestock supervisor and staff prior to, during and after the OC Fair.
- The dates listed below are subject to Limited Access or **NO ACCESS** onto OCFEC premises (no rehearsals, no activities). **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales and Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:

➤ Friday – Sunday, February 12 - 14	TET Festival <u>NO ACCESS</u>
➤ Monday – Sunday, April 11 - 17	Imaginology <u>Limited Access</u>
➤ Wednesday – Thursday, April 20 – 21	America’s Family Pet Expo <u>Limited Access</u>
➤ Friday – Sunday, April 22 - 24	America’s Family Pet Expo NO ACCESS
➤ Monday – Saturday, April 25 - 30	OC Marathon <u>Limited Access</u>
➤ Sunday, May 1	OC Marathon NO ACCESS
➤ Saturday – Sunday, May 28 - 29	Scottish Fest NO ACCESS

Limited Access is defined as access only to the Livestock Building and Ranch Building if scheduled. Due to major event set up, all activities must remain inside the buildings. Outdoor activities are not permitted.

32nd District (OCFEC) will provide:

1. Office space located in the Livestock Building.
2. Equipment storage space at designated asphalt locations in Livestock and Pit areas.
3. Access and use of Ranch Building Classroom on an as scheduled basis with the OCFEC Event Sales and Services Department.
4. Building Utilities.
5. Bulk refuse removal.
6. Daily parking space in Lot G for employees and associated business partners.
7. Parking access through Gate 8 off Arlington Drive.
8. Parking credential hang tags for employee vehicles.
9. Mail box at Gate 8 entry.
10. Major maintenance and upkeep of the Livestock and Ranch Buildings, addressing such issues as exterior repairs, structural failures, main electrical faults and HVAC/plumbing system problems.

All American Boys Chorus (AABC) will provide:

1. \$940.00 per month to the District (OCFEC) for space rental and associated direct costs such as janitorial services, electricity usage and refuse removal.
2. Separate payment if additional space is requested/scheduled for meetings in the Silo Building, OCFEC Administration Building Orange County Room or Baja Blues.

Payment Schedule:

\$940.00 per month for Livestock Building and equipment storage space rental is due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Beach Police Department** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2016 and ending December 31, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Lot G

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Newport Beach Police Department Officer Training
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$100.00 per day
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By _____

By _____

Title: Michael Schiavi, Sergeant

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

Event Name: Newport Beach Police Department Officer Training **Contract No:** R-012-16
Contact Person: Michael Schiavi, Sergeant **Phone:** (714) 644-3743
Event Dates: 01/01/2016 - 12/31/2016 **Hours:** 08:00 AM - 05:00 PM
Projected Attendance: 15

LOCATION(S):

Parking Lot G \$ 100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2016 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 1, 2016**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot G and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Allstar Events** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 9 - 10, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Corona del Mar High School Winter Formal

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$14,954.50

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Allstar Events
31981 Dove Canyon Drive
Trabuco Canyon, CA 92679

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Kenney Hrabik, Chief Executive Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Corona del Mar High School Winter Formal	Contract No:	R-015-16
Contact Person:	Kenney Hrabik	Phone:	(949) 255-7827
Event Date:	01/09/2016	Hours:	7:00 PM - 11:00 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 800

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	01/09/2016 08:00 AM - 07:00 PM	Move In	Included
The Hangar	01/09/2016 07:00 PM - 11:00 PM	Event	3,300.00
Sunday			
The Hangar	01/10/2016 06:00 AM - 11:59 PM	Dark	3,300.00

-Move out must be completed by 11:59 PM on Sunday - January 10, 2016 to avoid additional charges. Total: 6,600.00
Standard requirement for a weekend day booking of The Hangar is a Saturday/Sunday rental commitment.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	01/09/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	01/09/2016	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen	01/09/2016	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	4,115.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	01/09/2016 06:00 PM - 11:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	01/09/2016 06:00 PM - 11:30 PM	1.00 EA	20.00 HR	110.00
Janitorial Attendant	01/09/2016 06:00 PM - 11:30 PM	2.00 EA	20.00 HR	220.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	01/09/2016 06:00 PM - 11:30 PM	1.00 EA	40.00 HR	220.00
<u>Outside Services</u>				
State Fire Marshal	Estimate 1 Hour (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00

Security

Allstar Events is responsible for providing all security personnel during the event.

Total: 1,939.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$6,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,054.50
Parking Buyout (Based on an estimate of 200 vehicles at \$8.00 each)	\$1,600.00
Refundable Deposit	\$700.00
Grand Total:	\$14,954.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/09/2015	\$7,477.25
Second Payment	12/23/2015	\$7,477.25
Total:		\$14,954.50
Payment Total:		\$14,954.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **All amplified music/sound must be contained inside The Hangar building. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Allstar Events must comply with request. The Hangar doors must remain closed after 9:00 PM to contain sound.**

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Allstar Events** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 30 - 31, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Huntington Beach High School Winter Formal

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$14,954.50

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Allstar Events
31981 Dove Canyon Drive
Trabuco Canyon, CA 92679

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Kenney Hrabik, Chief Executive Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Huntington Beach High School Winter Formal	Contract No:	R-016-16
Contact Person:	Kenney Hrabik	Phone:	(949) 255-7827
Event Date:	01/30/2016	Hours:	7:00 PM - 11:00 PM

Vehicle Parking Fee: Parking Buyout (<i>See Summary</i>)	Projected Attendance: 800
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	01/30/2016 08:00 AM - 07:00 PM	Move In	Included
The Hangar	01/30/2016 07:00 PM - 11:00 PM	Event	3,300.00
Sunday			
The Hangar	01/31/2016 06:00 AM - 11:59 PM	Dark	3,300.00
-Move out must be completed by 11:59 PM on Sunday - January 31, 2016 to avoid additional charges. Standard requirement for a weekend day booking of The Hangar is a Saturday/Sunday rental commitment.			Total: 6,600.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	01/30/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	01/30/2016	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen	01/30/2016	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	4,115.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	01/30/2016 06:00 PM - 11:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	01/30/2016 06:00 PM - 11:30 PM	1.00 EA	20.00 HR	110.00
Janitorial Attendant	01/30/2016 06:00 PM - 11:30 PM	2.00 EA	20.00 HR	220.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	01/30/2016 06:00 PM - 11:30 PM	1.00 EA	40.00 HR	220.00
<u>Outside Services</u>				
State Fire Marshal	Estimate 1 Hour (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00

Security

Allstar Events is responsible for providing all security personnel during the event.

Total: 1,939.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$6,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,054.50
Parking Buyout (Based on an estimate of 200 vehicles at \$8.00 each)	\$1,600.00
Refundable Deposit	\$700.00

Grand Total: \$14,954.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/30/2015	\$7,477.25
Second Payment	01/13/2016	\$7,477.25

Total: \$14,954.50

Payment Total: \$14,954.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **All amplified music/sound must be contained inside The Hangar building. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Allstar Events must comply with request. The Hangar doors must remain closed after 9:00 PM to contain sound.**

REVIEWED_____

DATE **January 20, 2016**

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **WWSRA** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 19 - 21, 2016**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Southern California Preview

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$9,878.00

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

WWSRA
726 Tencity Drive, Unit B
Longmont, CO 80504

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Cami Garrison, Association Director

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Southern California Preview	Contract No:	R-019-16
Contact Person:	Katy Doty	Phone:	(303) 532-4002 x1
Event Dates:	01/20/2016 - 01/21/2016	Hours:	Wednesday: 8:00 AM - 7:00 PM Thursday: 8:00 AM - 6:00 PM

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Anaheim Building (#16)	01/19/2016 08:00 AM - 10:00 PM	Move In	1,000.00
Wednesday			
Anaheim Building (#16)	01/20/2016 08:00 AM - 07:00 PM	Event	2,000.00
Thursday			
Anaheim Building (#16)	01/21/2016 08:00 AM - 06:00 PM	Event	2,000.00
-Move out must be completed by 11:59 PM on Thursday - January 21, 2016 to avoid additional charges.			Total: 5,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,318.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Janitorial Attendant	01/20/2016 - 4 Hours in the AM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	01/20/2016 - 4 Hours in the PM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	01/21/2016 - 4 Hours in the AM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	01/21/2016 - 4 Hours in the PM	2.00 EA	20.00 HR	160.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	01/20/2016 07:00 AM - 07:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	01/21/2016 07:00 AM - 06:00 PM	1.00 EA	40.00 HR	440.00
<u>Safety & Security</u>				
Security Attendant - Overnight	01/19/2016 10:00 PM - 01/20/2016 08:00 AM	1.00 EA	20.00 HR	200.00
Security Attendant - Overnight	01/20/2016 07:00 PM - 01/21/2016 08:00 AM	1.00 EA	20.00 HR	260.00
Total:				2,560.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$5,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,878.00
Refundable Deposit	\$1,000.00
Grand Total:	\$9,878.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/04/2015	\$1,000.00
Second Payment	12/18/2015	\$4,439.00
Third Payment	01/06/2016	\$4,439.00
Total:		\$9,878.00
Payment Total:		\$9,878.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

CANOPIES / TENTS

No canopies or tents inside the building per the State Fire Marshal.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

VENDOR HANG TAGS

\$4.00 per day

REVIEWED_____

DATE **January 20, 2016**

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 1 - 2, 2016**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
- 4.
- 5. **Adcom Publishing Inc. - BrideWorld Expo**
- 6. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$8,553.00
- 7. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 9. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 10. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 11. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 12. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 13. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 14. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 15. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 16. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Adcom Publishing Inc. - BrideWorld Expo
14742 Beach Boulevard, #409
La Mirada, CA 90638

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Steve Berry, President

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Adcom Publishing Inc. - BrideWorld Expo	Contract No:	R-027-16 REVISED
Contact Person:	Steve Berry	Phone:	(714) 670-7800
Event Date:	01/02/2016	Hours:	Saturday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$12.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,000+

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	01/01/2016 07:00 AM - 10:00 PM	Move In	1,025.00
Huntington Beach Building (#12)	01/01/2016 07:00 AM - 10:00 PM	Move In	Included
Santa Ana Pavilion (POP)	01/01/2016 07:00 AM - 10:00 PM	Move In	Included
Saturday			
Costa Mesa Building (#10)	01/02/2016 10:00 AM - 04:00 PM	Event	2,050.00
Huntington Beach Building (#12)	01/02/2016 10:00 AM - 04:00 PM	Event	Included
Santa Ana Pavilion (POP)	01/02/2016 10:00 AM - 04:00 PM	Event	Included

-Move out must be complete by 11:59 PM on Saturday - January 2, 2016 to avoid additional charges. Total: 3,075.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA	175.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Boxes	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops – Do Not Provide Message Boards*	N/A EA	75.00 EA/DAY	N/A
Scissor Lift	Estimate 6 Hours	6.00 HR	75.00HR	450.00
Sweeper (<i>In-House</i>)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Total:				1,855.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
Event Days				
Grounds Attendant Lead	01/02/2016 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/02/2016 08:00 AM - 04:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	01/02/2016 08:00 AM - 04:00 PM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
Event Sales & Services				
Event Coordinator	01/02/2016 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
State Fire Marshal				
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
Total:				2,623.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$3,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,478.00
Refundable Deposit	\$1,000.00
Grand Total:	\$8,553.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$4,276.00
Second Payment	12/18/2015	\$4,276.00
Total:		\$8,553.00
Payment Total:		\$8,553.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Long Beach Elks Lodge** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 8 - 10, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Rolling Antlers - Trailer Rally

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$30.00 per unit, per night, includes water and electric, less \$30.00 deposit remitted with this agreement. Balance of \$30.00 per unit, per night minus \$30.00 deposit, due to the Safety & Security department on or before January 10, 2016. All campers must provide proof of insurance on or before January 8, 2016.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Long Beach Elks Lodge
13624 Stanbridge Avenue
Bellflower, CA 90706**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By _____

By _____

Title: Cynthia Riley

Title: Michele Richards, V.P. Business Development

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

February 24 - 29, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$43,689.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Steve Small, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Gem Faire	Contract No: R-041-16
Contact Person: Steve Small	Phone: (503) 252-8300
Event Dates: 02/26/2016 - 02/28/2016	Hours: Friday: 12:00 PM - 06:00 PM Saturday: 10:00 AM - 06:00 PM Sunday: 10:00 AM - 05:00 PM * Friday: 10:00 AM - 12:00 PM (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	02/24/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	02/24/2016 08:00 AM - 08:00 PM	Move In	850.00
Thursday			
Costa Mesa Building (#10)	02/25/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	02/25/2016 08:00 AM - 08:00 PM	Move In	850.00
Friday			
Costa Mesa Building (#10)	02/26/2016 12:00 PM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	02/26/2016 12:00 PM - 06:00 PM	Event	1,700.00
Saturday			
Costa Mesa Building (#10)	02/27/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	02/27/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	02/28/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	02/28/2016 10:00 AM - 06:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	02/29/2016 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	02/29/2016 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be complete by 12:00 PM on Monday - February 29, 2016 to avoid additional charges.

Total: 23,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (7 Consecutive Days)	02/22/2016 - 02/28/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	02/26/2016 - 02/28/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	02/26/2016 - 02/28/2016	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,325.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	02/26/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	02/26/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	02/26/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	02/27/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	02/27/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	02/27/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	02/28/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	02/28/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	02/28/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

Event Sales & Services

Event Coordinator	02/26/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	02/27/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	02/28/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	02/25/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	02/25/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00

Safety & Security

Security Attendant - DAYTIME	02/25/2016 10:00 AM - 06:00 PM	3.00 EA	20.00 HR	480.00
Security Attendant - OVERNIGHT	02/25/2016 06:00 PM - 02/26/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	02/26/2016 07:00 AM - 12:00 PM	1.00 EA	20.00 HR	100.00
Security Attendant - DAYTIME	02/26/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Security Attendant - OVERNIGHT	02/26/2016 06:00 PM - 02/27/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	02/27/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - OVERNIGHT	02/27/2016 06:00 PM - 02/28/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	02/28/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - CLOSING	02/28/2016 04:00 PM - 08:00 PM	4.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,364.50

Summary

Facility Rental Total				\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$19,689.50
Refundable Deposit				\$800.00

Grand Total: \$43,689.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/16/2015	\$1,000.00
Second Payment	01/06/2016	\$14,230.00
Third Payment	01/20/2016	\$14,229.75
Fourth Payment	02/03/2016	\$14,229.75
	Total:	\$43,689.50
	Payment Total:	\$43,689.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

May 4 - 9, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$43,689.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Steve Small, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Gem Faire	Contract No: R-042-16
Contact Person: Steve Small	Phone: (503) 252-8300
Event Dates: 05/06/2016 - 05/08/2016	Hours: Friday: 12:00 PM - 06:00 PM Saturday: 10:00 AM - 06:00 PM Sunday: 10:00 AM - 05:00 PM * Friday: 10:00 AM - 12:00 PM (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	05/04/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	05/04/2016 08:00 AM - 08:00 PM	Move In	850.00
Thursday			
Costa Mesa Building (#10)	05/05/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	05/05/2016 08:00 AM - 08:00 PM	Move In	850.00
Friday			
Costa Mesa Building (#10)	05/06/2016 12:00 PM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	05/06/2016 12:00 PM - 06:00 PM	Event	1,700.00
Saturday			
Costa Mesa Building (#10)	05/07/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	05/07/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	05/08/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	05/08/2016 10:00 AM - 06:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	05/09/2016 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/09/2016 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be complete by 12:00 PM on Monday – May 9, 2016 to avoid additional charges.

Total: 23,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (7 Consecutive Days)	05/02/2016 - 05/08/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	05/06/2016 - 05/08/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	05/06/2016 - 05/08/2016	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00

Total: 9,325.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	05/06/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/06/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	05/06/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	05/07/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/07/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	05/07/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	05/08/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	05/08/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	05/08/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

Event Sales & Services

Event Coordinator	05/06/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/07/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/08/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	05/05/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	05/05/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00

Safety & Security

Security Attendant - DAYTIME	05/05/2016 10:00 AM - 06:00 PM	3.00 EA	20.00 HR	480.00
Security Attendant - OVERNIGHT	05/05/2016 06:00 PM - 05/06/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	05/06/2016 07:00 AM - 12:00 PM	1.00 EA	20.00 HR	100.00
Security Attendant - DAYTIME	05/06/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Security Attendant - OVERNIGHT	05/06/2016 06:00 PM - 05/07/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	05/07/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - OVERNIGHT	05/07/2016 06:00 PM - 05/08/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	05/08/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - CLOSING	05/08/2016 04:00 PM - 08:00 PM	4.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,364.50

Summary

Facility Rental Total	\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,689.50
Refundable Deposit	\$800.00

Grand Total: \$43,689.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/05/2016	\$1,000.00
Second Payment	02/17/2016	\$14,230.00
Third Payment	03/04/2016	\$14,229.75
Fourth Payment	04/06/2016	\$14,229.75
	Total:	\$43,689.50
	Payment Total:	\$43,689.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

August 24 - 29, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$43,689.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Steve Small, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Gem Faire	Contract No: R-043-16
Contact Person: Steve Small	Phone: (503) 252-8300
Event Dates: 08/26/2016 - 08/28/2016	Hours: Friday: 12:00 PM - 06:00 PM Saturday: 10:00 AM - 06:00 PM Sunday: 10:00 AM - 05:00 PM * Friday: 10:00 AM - 12:00 PM (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	08/24/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	08/24/2016 08:00 AM - 08:00 PM	Move In	850.00
Thursday			
Costa Mesa Building (#10)	08/25/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	08/25/2016 08:00 AM - 08:00 PM	Move In	850.00
Friday			
Costa Mesa Building (#10)	08/26/2016 12:00 PM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	08/26/2016 12:00 PM - 06:00 PM	Event	1,700.00
Saturday			
Costa Mesa Building (#10)	08/27/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	08/27/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	08/28/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	08/28/2016 10:00 AM - 06:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	08/29/2016 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/29/2016 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be complete by 12:00 PM on Monday – August 29, 2016 to avoid additional charges.

Total: 23,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (<i>Metal</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (<i>7 Consecutive Days</i>)	08/22/2016 - 08/28/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	08/26/2016 - 08/28/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (<i>Per Building</i>)	08/26/2016 - 08/28/2016	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (<i>Electrical Set Up</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (<i>In-House</i>)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (<i>Double Window</i>)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,325.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	08/26/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/26/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	08/26/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	08/27/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/27/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	08/27/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	08/28/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/28/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	08/28/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

Event Sales & Services

Event Coordinator	08/26/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/27/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/28/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	08/25/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	08/25/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00

Safety & Security

Security Attendant - DAYTIME	08/25/2016 10:00 AM - 06:00 PM	3.00 EA	20.00 HR	480.00
Security Attendant - OVERNIGHT	08/25/2016 06:00 PM - 08/26/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	08/26/2016 07:00 AM - 12:00 PM	1.00 EA	20.00 HR	100.00
Security Attendant - DAYTIME	08/26/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Security Attendant - OVERNIGHT	08/26/2016 06:00 PM - 08/27/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	08/27/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - OVERNIGHT	08/27/2016 06:00 PM - 08/28/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	08/28/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - CLOSING	08/28/2016 04:00 PM - 08:00 PM	4.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,364.50

Summary

Facility Rental Total	\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,689.50
Refundable Deposit	\$800.00

Grand Total: \$43,689.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/25/2016	\$1,000.00
Second Payment	05/25/2016	\$14,230.00
Third Payment	06/24/2016	\$14,229.75
Fourth Payment	07/25/2016	\$14,229.75
	Total:	\$43,689.50
	Payment Total:	\$43,689.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

October 12 - 17, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$43,689.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Steve Small, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Gem Faire	Contract No: R-044-16
Contact Person: Steve Small	Phone: (503) 252-8300
Event Dates: 10/14/2016 - 10/16/2016	Hours: Friday: 12:00 PM - 06:00 PM Saturday: 10:00 AM - 06:00 PM Sunday: 10:00 AM - 05:00 PM * Friday: 10:00 AM - 12:00 PM (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	10/12/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	10/12/2016 08:00 AM - 08:00 PM	Move In	850.00
Thursday			
Costa Mesa Building (#10)	10/13/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	10/13/2016 08:00 AM - 08:00 PM	Move In	850.00
Friday			
Costa Mesa Building (#10)	10/14/2016 12:00 PM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	10/14/2016 12:00 PM - 06:00 PM	Event	1,700.00
Saturday			
Costa Mesa Building (#10)	10/15/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	10/15/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	10/16/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	10/16/2016 10:00 AM - 06:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	10/17/2016 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/17/2016 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be complete by 12:00 PM on Monday – October 17, 2016 to avoid additional charges.

Total: 23,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (<i>Metal</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (<i>7 Consecutive Days</i>)	10/10/2016 - 10/16/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	10/14/2016 - 10/16/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (<i>Per Building</i>)	10/14/2016 - 10/16/2016	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (<i>Electrical Set Up</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (<i>In-House</i>)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (<i>Double Window</i>)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,325.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	10/14/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/14/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	10/14/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	10/15/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/15/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	10/15/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	10/16/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	10/16/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	10/16/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

Event Sales & Services

Event Coordinator	10/14/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/15/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/16/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	10/13/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	10/13/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00

Safety & Security

Security Attendant - DAYTIME	10/13/2016 10:00 AM - 06:00 PM	3.00 EA	20.00 HR	480.00
Security Attendant - OVERNIGHT	10/13/2016 06:00 PM - 10/14/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	10/14/2016 07:00 AM - 12:00 PM	1.00 EA	20.00 HR	100.00
Security Attendant - DAYTIME	10/14/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Security Attendant - OVERNIGHT	10/14/2016 06:00 PM - 10/15/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	10/15/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - OVERNIGHT	10/15/2016 06:00 PM - 10/16/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	10/16/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - CLOSING	10/16/2016 04:00 PM - 08:00 PM	4.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,364.50

Summary

Facility Rental Total	\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,689.50
Refundable Deposit	\$800.00

Grand Total: \$43,689.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/13/2016	\$1,000.00
Second Payment	07/13/2016	\$14,230.00
Third Payment	08/12/2016	\$14,229.75
Fourth Payment	09/13/2016	\$14,229.75
	Total:	\$43,689.50
	Payment Total:	\$43,689.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

December 7 - 12, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$43,689.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Steve Small, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Gem Faire	Contract No: R-045-16
Contact Person: Steve Small	Phone: (503) 252-8300
Event Dates: 12/09/2016 - 12/11/2016	Hours: Friday: 12:00 PM - 06:00 PM Saturday: 10:00 AM - 06:00 PM Sunday: 10:00 AM - 05:00 PM * Friday: 10:00 AM - 12:00 PM (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	12/07/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	12/07/2016 08:00 AM - 08:00 PM	Move In	850.00
Thursday			
Costa Mesa Building (#10)	12/08/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	12/08/2016 08:00 AM - 08:00 PM	Move In	850.00
Friday			
Costa Mesa Building (#10)	12/09/2016 12:00 PM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	12/09/2016 12:00 PM - 06:00 PM	Event	1,700.00
Saturday			
Costa Mesa Building (#10)	12/10/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	12/10/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	12/11/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	12/11/2016 10:00 AM - 06:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	12/12/2016 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/12/2016 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be complete by 12:00 PM on Monday – December 12, 2016 to avoid additional charges.

Total: 23,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (<i>Metal</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (<i>7 Consecutive Days</i>)	12/05/2016 - 12/11/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	12/09/2016 - 12/11/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (<i>Per Building</i>)	12/09/2016 - 12/11/2016	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (<i>Electrical Set Up</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (<i>In-House</i>)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (<i>Double Window</i>)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,325.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	12/09/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/09/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	12/09/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	12/10/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/10/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	12/10/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	12/11/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	12/11/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	12/11/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 7 Hours	7.00 HR	50.00 HR	350.00

Event Sales & Services

Event Coordinator	12/09/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/10/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/11/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	12/08/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	12/08/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00

Safety & Security

Security Attendant - DAYTIME	12/08/2016 10:00 AM - 06:00 PM	3.00 EA	20.00 HR	480.00
Security Attendant - OVERNIGHT	12/08/2016 06:00 PM - 12/09/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	12/09/2016 07:00 AM - 12:00 PM	1.00 EA	20.00 HR	100.00
Security Attendant - DAYTIME	12/09/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Security Attendant - OVERNIGHT	12/09/2016 06:00 PM - 12/10/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	12/10/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - OVERNIGHT	12/10/2016 06:00 PM - 12/11/2016 07:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant - DAYTIME	12/11/2016 10:00 AM - 06:00 PM	1.00 EA	20.00 HR	160.00
Security Attendant - CLOSING	12/11/2016 04:00 PM - 08:00 PM	4.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,364.50

Summary

Facility Rental Total	\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,689.50
Refundable Deposit	\$800.00

Grand Total: \$43,689.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/26/2016	\$1,000.00
Second Payment	09/26/2016	\$14,230.00
Third Payment	10/26/2016	\$14,229.75
Fourth Payment	11/21/2016	\$14,229.75
	Total:	\$43,689.50
	Payment Total:	\$43,689.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 14 - 18, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$81,529.50

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037-0290

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Tracy Olcott, Show Manager

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A - January

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-047-16
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	01/16/2016 - 01/17/2016	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Prices: Adult: \$16.00 Child: 12 years and under free with a supervising adult

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 7,500 Per Day

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	01/14/2016 06:00 AM - 05:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	01/14/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	01/14/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	01/14/2016 06:00 AM - 05:00 PM	Move In	1,350.00
OC Promenade (The Span)	01/14/2016 06:00 AM - 05:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	01/14/2016 06:00 AM - 05:00 PM	Move In	850.00
Friday			
Anaheim Building (#16)	01/15/2016 06:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	01/15/2016 06:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	01/15/2016 06:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	01/15/2016 06:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	01/15/2016 06:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	01/15/2016 06:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	01/15/2016 06:00 AM - 07:00 PM	Move In	850.00
Saturday			
Anaheim Building (#16)	01/16/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	01/16/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	01/16/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	01/16/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	01/16/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	01/16/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	01/16/2016 09:00 AM - 05:00 PM	Event	1,700.00
Sunday			
Anaheim Building (#16)	01/17/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	01/17/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	01/17/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	01/17/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	01/17/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	01/17/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	01/17/2016 09:00 AM - 04:00 PM	Event	1,700.00
Monday			
Anaheim Building (#16)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	01/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge

*OC Promenade available at no charge in 2016 only.

-Move out must be completed by 12:00 Noon on Monday - January 18, 2016 to avoid additional charges. **Total: 44,550.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 23	23.00 EA	25.00 EA	575.00
Barricade	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00

EXHIBIT A - January

Event Information					
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00 EVT	1,200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Hang Tag - 2 Day	Estimate 350	350.00	EA	8.00 EVT	2,800.00
Man Lift (<i>Banners</i>)	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Marquee Board (<i>7 Consecutive Days</i>)	12/17/2015 - 01/17/2016	1.00	MTH	Included	Included
Portable Electronic Message Board	01/16/2016 - 01/17/2016	2.00	EA	75.00 EA/DAY	300.00
Public Address System (<i>4 Buildings</i>)	01/15/2016 - 01/17/2016	4.00	EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Stanchion (<i>Ammo Dealer</i>)	Estimate 4	4.00	EA	5.00 EA	20.00
Sweeper (<i>In-House</i>)	Estimate 13 Hours	13.00	HR	75.00 HR	975.00
Ticket Booth	Estimate 3	3.00	EA	100.00 EVT	300.00
Total:					9,990.00

Reimbursable Personnel Fees					
Description	Date-Time		Units	Rate	Actual
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 5 Hours		5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours		10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 16 Hours		16.00 HR	20.00HR	320.00
Electrician	Estimate 5 Hours		5.00 HR	50.00 HR	250.00
Event Day					
Grounds Attendant Lead	01/16/2016 08:00 AM - 05:00 PM		1.00 EA	30.00 HR	270.00
Grounds Attendant	01/16/2016 08:00 AM - 05:00 PM		2.00 EA	20.00 HR	360.00
Janitorial Attendant Lead	01/16/2016 08:00 AM - 05:00 PM		1.00 EA	30.00 HR	270.00
Janitorial Attendant	01/16/2016 08:00 AM - 05:00 PM		9.00 EA	20.00 HR	1,620.00
Electrician	01/16/2016 08:00 AM - 05:00 PM		1.00 EA	50.00 HR	450.00
Grounds Attendant Lead	01/17/2016 08:00 AM - 04:00 PM		1.00 EA	30.00 HR	240.00
Grounds Attendant	01/17/2016 08:00 AM - 04:00 PM		2.00 EA	20.00 HR	320.00
Janitorial Attendant Lead	01/17/2016 08:00 AM - 04:00 PM		1.00 EA	30.00 HR	240.00
Janitorial Attendant	01/17/2016 08:00 AM - 04:00 PM		9.00 EA	20.00 HR	1,440.00
Electrician	01/17/2016 08:00 AM - 04:00 PM		1.00 EA	50.00 HR	400.00
Clean Up					
Grounds Attendant Lead	Estimate 10 Hours		10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours		40.00 HR	20.00 HR	800.00
Janitorial Attendant	Estimate 16 Hours		16.00 HR	20.00HR	320.00
Electrician	Estimate 5 Hours		5.00 HR	50.00 HR	250.00
Event Sales & Services					
Event Coordinator	01/16/2016 07:00 AM - 05:00 PM		1.00 EA	40.00 HR	400.00
Event Coordinator	01/17/2016 08:00 AM - 04:00 PM		1.00 EA	40.00 HR	320.00
Parking					
Parking Attendant Lead	01/15/2016 08:00 AM - 07:00 PM		1.00 EA	30.00 HR	330.00
Parking Attendant	01/15/2016 08:00 AM - 07:00 PM		5.00 EA	20.00 HR	1,100.00
Safety & Security					
Security Attendant - Overnight	01/15/2016 07:00 PM - 01/16/2016 07:00 AM		5.00 EA	20.00 HR	1,200.00
Security Attendant Lead	01/16/2016 07:00 AM - 05:45 PM		1.00 EA	30.00 HR	322.50
Security Attendant	01/16/2016 07:00 AM - 05:45 PM		12.00 EA	20.00 HR	2,580.00
Security Attendant - Ammo Dealer	01/16/2016 07:00 AM - 05:45 PM		2.00 EA	20.00 HR	430.00
Security Attendant - Overnight	01/16/2016 05:00 PM - 01/17/2016 08:00 AM		5.00 EA	20.00 HR	1,500.00
Security Attendant Lead	01/17/2016 08:00 AM - 04:45 PM		1.00 EA	30.00 HR	262.50
Security Attendant	01/17/2016 08:00 AM - 04:45 PM		8.00 EA	20.00 HR	1,400.00
Security Attendant - Ammo Dealer	01/17/2016 08:00 AM - 04:45 PM		2.00 EA	20.00 HR	350.00
Security Attendant	01/17/2016 08:00 AM - 07:00 PM		4.00 EA	20.00 HR	880.00
Technology					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)		1.00 EA	100.00 EVT	100.00

EXHIBIT A - January

Event Information

Outside Services

Emergency Medical Services	01/16/2016 08:00 AM - 05:30 PM	2.00 EA	20.00 HR	380.00
Emergency Medical Services	01/17/2016 08:00 AM - 04:30 PM	2.00 EA	20.00 HR	340.00
Orange County Sheriff Services	01/16/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	01/17/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00
Total:				25,489.50

Summary

Facility Rental Total	\$44,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$35,479.50
Refundable Deposit	\$1,500.00
Grand Total:	\$81,529.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/30/2015	\$40,764.75
Second Payment	01/08/2016	\$40,764.75
Payment Total:		\$81,529.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure that you are aware of the details of these construction projects and how they may affect your event.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

OVARATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Allstar Events** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

May 21 - 22, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Aliso Niguel High School Prom

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,019.50

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Allstar Events
31981 Dove Canyon Drive
Trabuco Canyon, CA 92679

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Kenney Hrabik, Chief Executive Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Aliso Niguel High School Prom	Contract No:	R-048-16
Contact Person:	Kenney Hrabik	Phone:	(949) 255-7827
Event Date:	05/21/2016	Hours:	7:00 PM - 11:30 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 800

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	05/21/2016 08:00 AM - 07:00 PM	Move In	Included
The Hangar	05/21/2016 07:00 PM - 11:30 PM	Event	3,300.00
Sunday			
The Hangar	05/22/2016 06:00 AM - 11:59 PM	Dark	3,300.00

-Move out must be completed by 11:59 PM on Sunday – May 22, 2016 to avoid additional charges. Total: 6,600.00
Standard requirement for a weekend day booking of The Hangar is a Saturday/Sunday rental commitment.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	05/21/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	05/21/2016	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen	05/21/2016	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,115.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	05/21/2016 06:00 PM - 12:00 AM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/21/2016 06:00 PM - 12:00 AM	1.00 EA	20.00 HR	120.00
Janitorial Attendant	05/21/2016 06:00 PM - 12:00 AM	2.00 EA	20.00 HR	240.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	05/21/2016 06:00 PM - 12:00 AM	1.00 EA	40.00 HR	240.00
<u>Outside Services</u>				
State Fire Marshal	Estimate 1 Hour (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00

Security

Allstar Events is responsible for providing all security personnel during the event.

Total: 2,004.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$6,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,119.50
Parking Buyout (Based on an estimate of 200 vehicles at \$8.00 each)	\$1,600.00
Refundable Deposit	\$700.00

Grand Total: \$15,019.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/22/2016	\$5,006.50
Second Payment	03/22/2016	\$5,006.50
Third Payment	04/22/2016	\$5,006.50

Total: \$15,019.50

Payment Total: \$15,019.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **All amplified music/sound must be contained inside The Hangar building. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Allstar Events must comply with request. The Hangar doors must remain closed after 9:00 PM to contain sound.**

REVIEWED _____

DATE January 20, 2016

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and County of Orange, County Executive Office/Real Estate hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2016 - December 31, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Available buildings at time of need; Arena; Parking Lots E & F

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Bioterrorism Emergency

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Fee Waived

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**County of Orange
County Executive Office/Real Estate
300 North Flower Street, 3rd Floor
Santa Ana, CA 92703**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By _____

By _____

**Title: Scott Mayer, CEO/Chief Real Estate Officer
Per Ordinance No. 15-009,
Pursuant to Minute Order dated June 9, 2015**

Title: Kathy Kramer, Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

32ND DISTRICT AGRICULTURAL
ASSOCIATION

By _____
Thomas A. Miller, Deputy

By _____
Kathy Kramer, Chief Executive Officer

Date _____

Date _____

RECOMMENDED FOR APPROVAL:
OCPW/ Corporate Real Estate

By _____
Susan Evans, RPA III

RENTOR

COUNTY OF ORANGE

By _____

Scott Mayer
CEO/ Chief Real Estate Officer

Per Ordinance No. 15-009

Pursuant to Minute Order dated June 9, 2015.

Exhibit A

Locations: Arena, Lots E & F, and available buildings at time of need at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

Hours: TBD by the timing, nature and severity of the event

Estimated Attendance: 1,000 to 10,000

Purpose of Event: To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of a biological or chemical terrorist attack.

Rentor Agrees:

- To contact the OC Fair & Event Center immediately upon determination of need for facilities.
- That if the above mentioned facilities are already in use at the time of an emergency, alternate facilities may be provided at the discretion of District (OCFEC) management.
- To reimburse District (OCFEC) for any out of pocket expenses related to this event.
- To leave all property at the OC Fair & Event Center in the same condition as it was found at the start of the event.
- To provide a letter stating that this agency is self insured.
- That all contact with media regarding event will be made in consultation with the District's (OCFEC's) Communications Department
- To notify District (OCFEC) management immediately if a major incident occurs during the event that threatens the safety or welfare of visitors, employees, property or equipment, including incidents that require assistance from an emergency agency such as fire, police and/or paramedics. Once notified, and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident.
- That all food served will be coordinated through the OCFEC's on-site caterer, Ovations Food Services, L.P. dba Spectra, unless provided by a non-profit agency such as the Red Cross or Salvation Army.
- To provide staffing for setup and teardown of event.
- To provide its own tables and chairs.
- To provide its own audio visual and computer equipment.
- To provide its own forklift and certified driver.
- To observe noise regulations as outlined in Exhibit E (attached).

- That other events may be held at the OC Fair & Event Center simultaneous to emergency events, and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff.
- To provide its own "crowd control" to ensure its perimeters are intact and are maintaining appropriate separation from other events taking place.

District (OCFEC) Agrees:

- To provide buildings and land areas as follows:
 - Available buildings at time of need for meetings, mass prophylaxis, temporary storage and immunizations.
 - Parking Lot E for truck parking.
 - Parking Lot F (non-exclusive use) on event days for civilian trainee parking.
 - Arena for evacuation & determination of victims.
- To provide dumpsters.
- To provide electricity as available from municipal source.

REVIEWED_____

DATE January 20, 2016

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sunset Promotional Services, Inc.** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 1 - 3, 2016**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Marine Aquarium Expo

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$14,998.00

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Sunset Promotional Services, Inc.
8072 Central Avenue
Garden Grove, CA 92844

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Kevin Adams, President/CEO

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Marine Aquarium Expo	Contract No: R-054-16
Contact Person: Kevin Adams	Phone: (714) 530-1094
Event Dates: 04/02/2016 - 04/03/2016	Hours: Saturday: 10:00 AM - 6:00 PM Sunday: 11:00 AM - 5:00 PM

Admission Price: Adult: \$15.00 Senior & Military with I.D.: \$10.00 Child: 11 & Under Free

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 1,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	04/01/2016 06:00 AM - 11:30 PM	Move In	1,650.00
Saturday			
The Hangar	04/02/2016 10:00 AM - 06:00 PM	Event	3,300.00
Sunday			
The Hangar	04/03/2016 11:00 AM - 05:00 PM	Event	3,300.00
-Move out must be completed by 11:59 PM on Sunday - April 03, 2016 to avoid additional charges. Total:			8,250.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	04/02/2016 - 04/03/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	TBD	TBD EA	250.00 EVT	TBD
Total:				1,835.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 EA	30.00 HR	90.00
Grounds Attendant	Estimate 4 Hours	4.00 EA	20.00 HR	80.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Plumber	Estimate 1.5 Hours	1.50 HR	50.00 HR	75.00
Event Day				
Grounds Attendant Lead	04/02/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	04/02/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Janitorial Attendant	04/02/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	04/03/2016 10:00 AM - 05:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	04/03/2016 10:00 AM - 05:00 PM	1.00 EA	20.00 HR	180.00
Janitorial Attendant	04/03/2016 10:00 AM - 05:00 PM	2.00 EA	20.00 HR	280.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Plumber	Estimate 1.5 Hours	1.50 HR	50.00 HR	75.00

Event Sales & Services

EXHIBIT A

Event Information

Event Coordinator	04/02/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	04/03/2016 10:00 AM - 05:00 PM	1.00 EA	40.00 HR	280.00

Parking

Parking Attendant Lead	04/01/2016 11:00 AM - 06:00 PM	1.00 EA	30.00 HR	210.00
Parking Attendant	04/01/2016 11:00 AM - 06:00 PM	2.00 EA	20.00 HR	280.00

Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
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Insurance

S.E.L.I. Insurance	04/02/2016 - 04/03/2016	1.00 EA	155.00 EA/DAY	310.00
<i>(Includes coverage for move in and move out periods listed on Rental Agreement)</i>				

Total: \$4,213.00

Summary

Facility Rental Total	\$8,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,048.00
Refundable Deposit	\$700.00

Grand Total: \$14,998.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/31/2015	\$1,000.00
Second Payment	01/18/2016	\$4,666.00
Third Payment	02/18/2016	\$4,666.00
Fourth Payment	03/18/2016	\$4,666.00

Total: \$14,998.00

Payment Total: \$14,998.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE **January 20, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Sheriff's Advisory Council** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 13, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Sergeant Baker Retirement Party

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

In-Kind Trade - \$5,406.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Sheriff's Advisory Council
550 North Flower Street
Santa Ana, CA 92703

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Marilyn MacDougall, Executive Administrator

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Sergeant Baker Retirement Party	Contract No:	R-059-16
Contact Person:	Marilyn MacDougall	Phone:	(714) 647-7098
Event Date:	01/13/2016	Hours:	5:00 PM - 10:00 PM

Vehicle Parking Fee: Private Event (*No Parking Fee*) **Projected Attendance:** 100 - 200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	01/13/2016 05:00 PM - 10:00 PM	Event	3,300.00

-Move out must be completed by 11:59 PM on Wednesday - January 13, 2016 to avoid additional charges. In-Kind Trade: 3,300.00*

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (<i>Individual</i>)	Estimate 200	200.00 EA	2.50 EA	500.00
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Public Address System	01/13/2016	1.00 EA	75.00 EA/DAY	75.00
Sweeper (<i>In-House</i>)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00

In-Kind Trade: 936.00*

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Event Day				
Grounds Attendant Lead	01/13/2016 05:00 PM - 10:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	01/13/2016 05:00 PM - 10:00 PM	1.00 EA	20.00 HR	100.00
Janitorial Attendant	01/13/2016 05:00 PM - 10:00 PM	2.00 EA	20.00 HR	200.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Parking				
Parking Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Technology				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00

In-Kind Trade: 670.00*

*See In-Kind Trade details under Summary.

Summary

OCFEC In-Kind Trade:

Facility Rental Total	\$3,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,606.00
Refundable Deposit	\$500.00

In-Kind Trade Total: \$5,406.00

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County Sheriff's Department must comply with request.

EXHIBIT A

Event Information

OCFEC In-Kind Trade:

Facility Rental Total	\$3,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,606.00
Refundable Deposit	\$500.00

In-Kind Trade Total: \$5,406.00

Orange County Sheriff's Department annually provides over 2,724 Reserve Deputy Sheriff hours during the run of the OC Fair. The estimated value to the OC Fair & Event Center of the aforementioned Reserve Deputy Sheriff hours translates to \$222,823.00 when calculated at \$81.80 per hour which is the lowest rate charged for a Deputy Sheriff 1.

In exchange for the use of The Hangar and all associated costs related to Sergeant Baker's retirement party:

- 67 Reserve Deputy Hours at \$81.80 per hour provided during the annual fair translates to \$5,480.60 worth of services for the OCFEC at no cost.
- \$5,480.60 (67 hours at \$81.80 per hour) worth of services will be used/credited to off-set the Exhibit A total of \$5,406.00

By _____
Title: Marilyn MacDougall, Executive Administrator

By _____
Title: Michele A. Richards, V.P. Business Development

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **GCT, Inc. dba The Grilled Cheese Truck** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2016 to December 31, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
The Grilled Cheese Truck
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

GCT, Inc. dba The Grilled Cheese Truck
12923 South Budlong Avenue
Gardena, CA 90247

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Diana Moraila

Title: Michele Richards, V.P. Business Development

AGREEMENT: FT-002-16
DATED: January 20, 2016
WITH: The Grilled Cheese Truck
PHONE: (323) 522-3418
EMAIL: diana@thegrilledcheesetruck.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **SOHO Taco Gourmet Taco Truck, LLC** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2016 to December 31, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

SOHO Taco

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

SOHO Taco Gourmet Taco Truck, LLC
902 West McFadden Avenue
Santa Ana, CA 92707

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Rico Revilla

Title: Michele Richards, V.P. Business Development

AGREEMENT: FT-004-16
DATED: January 20, 2016
WITH: SOHO Taco
PHONE: (949) 436-6587
EMAIL: rico@sohotaco.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **MJM Foods, Inc dba White Rabbit Truck** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2016 to December 31, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

White Rabbit

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

MJM Foods, Inc dba White Rabbit Truck
8316 Winnetka Avenue
Canoga Park, CA 91306

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: Michael Dimaguila

Title: Michele Richards, V.P. Business Development

AGREEMENT: FT-052-16
DATED: January 20, 2016
WITH: White Rabbit
PHONE: (818) 437-5715
EMAIL: mdimaguila@gmail.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of December 31, 2015**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215024	05/29/15	Pac Amp Seat Replacement - Solicitation of Bids	CFFA	\$7,100.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
New					
California Fair Financing Authority	03215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
California Fair Financing Authority	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
California Fair Financing Authority	03215044	11/16/15	Action Sports Arena Painting - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215045	11/16/15	Action Sports Arena Roofing Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
California Fair Financing Authority	03215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
Revision/Amendment					

New Joint Powers Authority Agreements

December 2015

Pacific Amphitheatre Fall Protection Bid Solicitation

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority Date: August 28, 2015

From: 32nd DAA, Orange County Fair & Event Center


Subject: Letter of Understanding No. 15-033 (CFPA Project No. 032-15-33)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (August 28, 2015), Pacific Amphitheatre Fall Protection-Bid Solicitation
SCHEDULE: To be awarded by December 1 2015
FUNDING: Fair Funded

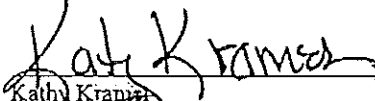
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.
2. On or before September 11, 2015, Fair shall encumber funds maintained by the Fairgrounds in the amount of SEVEN THOUSAND, FIFTY DOLLARS and ZERO CENTS (\$7,050.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.



Rebecca Desmond
Deputy Executive Director
California Fair Services Authority

9/8/15
Date



Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center

9/2/15
Date



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

August 28, 2015

Project No. **032-15-033**
Subject: **32nd District Agricultural Association
Pacific Amphitheatre Fall Protection-Bid Solicitation**

The cost proposal is for the Solicitation of Bids for the Fall Protection project at the Pacific Amphitheatre at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct a review of the Fair-supplied plans for constructability and bidding purposes.
- C. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.
- D. Bid Documents will be prepared based on plans and drawings prepared on behalf of the Fair
- E. CFFA will provide project management and administration services associated with the Bidding Process associated with the Lighting and Sound Tower Fall Protection at the Fair's Pacific Amphitheatre.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of October 2, 2015, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Pacific Amphitheatre Fall Protection Project is estimated to be \$7,050.00, as detailed below. The Project

Management Fee is comprised of; preparation of a Bid Package based upon plans and other related information prepared on behalf of the Fair by a third party, along with advertising coordination; response to request for project information associated with the scope, specifications and bid process; job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Pacific Amphitheater Fall Protection
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Review		\$ 1,000.00	
	Sub-Total		\$ 4,000.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 1,000.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 3,050.00
Estimated Total Costs			\$ 7,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by November 1, 2015. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties

against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-033, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-033, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

REVISED
LETTER OF UNDERSTANDING
"Memorial Gardens/Hero's Hall
Building Architectural Design & Construction Documents"

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority
Date: December 1, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-042 (CFFA Project No. 032-15-042)

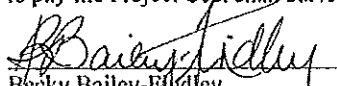
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Revised Exhibit A, December 1, 2015
SCHEDULE: Immediately through completion
FUNDING: Fair Funded

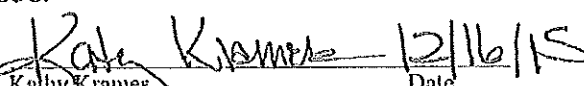
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before December 18, 2015, Fair shall encumber and maintain the balance of the funds, in the amount of ONE HUNDRED NINETY THOUSAND, NINE HUNDRED DOLLARS and 00/100 CENTS (\$190,900.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Finance Authority

12/17/15
Date


Kathy Kramer
Chief Executive Officer
OC Fair & Event Center

12/16/15
Date



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6616

REVISED
EXHIBIT A (LOU 15-042)
Memorial Gardens/Hero's Hall
Architectural Design & Construction Documents

December 1, 2015

Project No. **032-15-042**
ORANGE COUNTY FAIR & EVENT CENTER

The cost proposal is based upon the following assumptions:

- A. The site of the proposed project is at the 32nd DAA/Orange County Fairgrounds (Fair).
- B. The contracts will be between CFFA and the Consultant (ATI Architects).
- C. Upon completion of design/construction documents CFFA will upon direction from OC Fair will submit a new LOU to bid this project for construction.

The total cost of the “**Memorial Gardens/Hero's Hall Architectural Design & Construction Documents**” project, is estimated to be \$190,900.00. This revised cost breakdown includes the consultant scope increase cost increase and revised CFFA administration fees. The project administration fee for CFFA to provide support for this project is \$10,500.00, which is based upon 6% of the construction document cost. Additional CFFA administration fees will be incurred based upon the amount of the construction contingency funding that is utilized, and will be calculated at 6% of the actual amount expended. The administration support fee is comprised of some contract preparation, accounting, and contractor interface assistance. A breakdown of the total cost follows.

Orange County Fair & Event Center
Memorial Gardens/Hero's Hall
Architectural Design & Construction Documents

PROJECT DESIGN COSTS		
ATI Consultant Proposal	\$ 156,100.00	
ATI Design Change Order	\$ 18,900.00	
	Document Sub-Total	\$ 175,000.00
CONSULTANT SCOPE CONTINGENCY (0%)	\$ 0.00	\$ 0.00
Travel-Hotel	\$ 5,000.00	\$ 5,000.00
ADMINISTRATION FEES		
Project Administration Fee (6%)		\$ 9,366.00
Project Administration Fee (6%) ATI Change Order		\$ 1,134.00
Misc. Costs ie. Shipping, printing, etc.		\$ 400.00
Total Costs, with Fees		\$ 190,900.00

*Only actual costs directly associated with any utilized construction contingency funds will be subject to CFFA's Administration Fee.

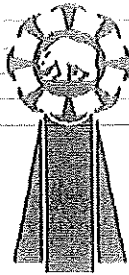
It is scheduled that the project will commence immediately. The Fair will be billed monthly upon receipt of the Consultants invoice, with the project administration fee being billed at the same time. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair and meets. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this Letter of Understanding (LOU). Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof.

CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with contractor and third parties for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-042, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-042, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Hillcrest Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-5116

FINANCING
DEVELOPMENT
CONSTRUCTION

LETTER OF UNDERSTANDING Action Sports Arena Painting Project Bid Solicitation

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority

Date: November 16, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-044 (CFFA Project No. 032-15-044)

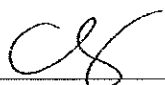
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (November 16, 2015), Action Sports Arena Painting Project -Bid Solicitation
SCHEDULE: To be Awarded December 20, 2015
FUNDING: Fair Funded

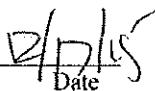
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before December 4, 2015, Fair shall encumber funds maintained by the Fairgrounds in the amount of SIX THOUSAND, FIFTY DOLLARS and ZERO CENTS (\$6,050.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

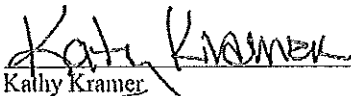
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.



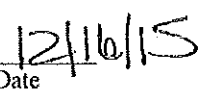
Rebecca Desmond
Deputy Executive Director
California Fair Services Authority



Date



Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center



Date



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

November 16, 2015

Project No. 032-15-044
Subject: 32nd District Agricultural Association
Action Sports Arena Painting Project-Bid Solicitation

The cost proposal is for the Solicitation of Bids for the Painting project at the Action Sports Arena at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct a review of the Fair-supplied scope and product specifications for bidding purposes.
- C. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid opening.
- D. Bid Documents will be prepared based on project documents supplied by the fair.
- E. CFFA will provide project management and administration services associated with the Bidding Process for the Action Sports Arena Painting Project.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of December 10, 2015, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the construction work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Action Sports Arena Painting Project is estimated to be \$6,050.00, as detailed below. The Project Management Fee is comprised of; preparation of a Bid Package based upon plans and other related information prepared on behalf of the Fair by a third party, along with advertising coordination; response to request for project information associated with the scope, specifications and bid process;

job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Action Sports Arena Painting Project
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 250.00	
	Sub-Total		\$ 3,250.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 750.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 2,800.00
Estimated Total Costs			\$ 6,050.00

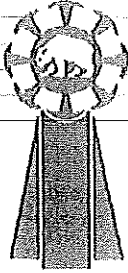
*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by December 10, 2015. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-044, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-044, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
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1776 Hillside Road, Suite 100
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Phone: (916) 263-6100
Fax: (916) 263-6116

LETTER OF UNDERSTANDING Action Sports Arena Roofing Project Bid Solicitation

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority
Date: November 16, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-045 (CFFA Project No. 032-15-045)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (November 16, 2015), Action Sports Arena Roofing Project -Bid Solicitation
SCHEDULE: To be Awarded December 20, 2015
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

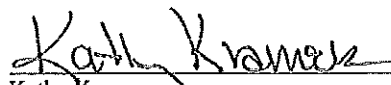
2. On or before December 4, 2015, Fair shall encumber funds maintained by the Fairgrounds in the amount of SIX THOUSAND, FIFTY DOLLARS and ZERO CENTS (\$6,050.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.



Rebecca Desmond
Deputy Executive Director
California Fair Services Authority

12/16/15
Date



Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center

12/16/15
Date



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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Sacramento, CA 95815
Phone: (916) 263-6160
Fax: (916) 263-6616

FINANCING
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CONSTRUCTION

Exhibit A

November 16, 2015

Project No. **032-15-045**
Subject: **32nd District Agricultural Association
Action Sports Arena Roofing Project-Bid Solicitation**

The cost proposal is for the Solicitation of Bids for the Roofing project at the Action Sports Arena at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct a review of the Fair-supplied scope and product specifications for bidding purposes.
- C. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid opening.
- D. Bid Documents will be prepared based on project documents supplied by the fair.
- E. CFFA will provide project management and administration services associated with the Bidding Process for the Action Sports Arena Roofing Project.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of December 10, 2015, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the construction work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Action Sports Arena Roofing Project is estimated to be \$6,050.00, as detailed below. The Project Management Fee is comprised of; preparation of a Bid Package based upon plans and other related information prepared on behalf of the Fair by a third party, along with advertising coordination; response to request for project information associated with the scope, specifications and bid process;

job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Action Sports Arena Roofing Project
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 250.00	
	Sub-Total		\$ 3,250.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 750.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 2,800.00
Estimated Total Costs			\$ 6,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by December 10, 2015. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-045, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-045, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

LETTER OF UNDERSTANDING Century Barn Replacement Project Bid Solicitation

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority

Date: December 2, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-048 (CFFA Project No. 032-15-048)

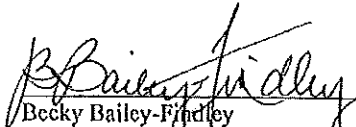
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (December 2, 2015), Century Barn Project -Bid Solicitation
SCHEDULE: To be Awarded January 28, 2016
FUNDING: Fair Funded

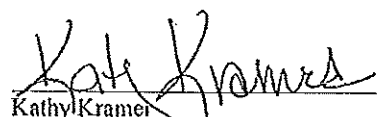
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before December 18, 2015, Fair shall encumber funds maintained by the Fairgrounds in the amount of SIX THOUSAND, FIFTY DOLLARS and ZERO CENTS (\$6,050.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

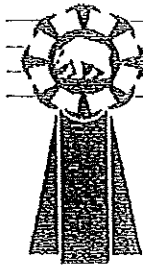
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Finance Authority

12-4-15
Date


Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center

12/4/15
Date



CALIFORNIA
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AUTHORITY

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CONSTRUCTION

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Exhibit A

December 2, 2015

Project No. 032-15-048
Subject: 32nd District Agricultural Association
Century Barn Replacement Project-Bid Solicitation

The cost proposal is for the Solicitation of Bids for the Century Barn Replacement Project at the Orange County Fair and Event Center (OCFEC), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid opening. The Bid Documents will include technical specifications for bidding purposes.
- C. Bid Documents will be prepared based on information supplied by the Fair and companies associated with these types of projects.
- D. CFFA will provide project management and administration services associated with the Bidding Process for the project.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of January 14, 2016, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the construction work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Century Barn Replacement Project is estimated to be \$6,050.00, as detailed below. The CFFA Fees are comprised of the review of the construction and bid documents preparation, advertisements, and administration of the bid process. The bid process is based upon the plans and other related

information prepared on behalf of the Fair by CFFA and third parties, along with advertising coordination; response to request for project information associated with the scope, specifications and bid process; job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Century Barn Replacement : Bid Solicitation
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
	Sub-Total		\$ 3,000.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 1,000.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 3,050.00
Estimated Total Costs			\$ 6,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by January 14, 2016. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Orange County Fair & Event Center
Century Barn- Bid Solicitation
LOU No. 15-048

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-048, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-048, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
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LETTER OF UNDERSTANDING Action Sports Arena Painting Project

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority

Date: December 18, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-058 (CPFA Project No. 032-15-058)

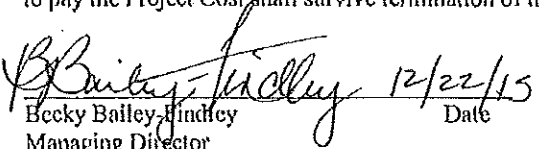
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated) January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (December 18, 2015), Action Sports Arena Painting Project
SCHEDULE: Estimated Start Date: December 28, 2015
FUNDING: Fair Funded

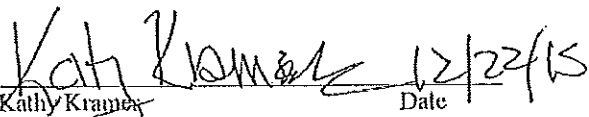
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before January 1, 2016, Fair shall encumber funds maintained by the Fairgrounds in the amount of ONE HUNDRED SEVENTY FIVE THOUSAND, ONE HUNDRED and SEVENTY SIX DOLLARS and ZERO CENTS (\$175,176.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Services Authority

Date


Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center

Date



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Exhibit A

December 18, 2015

Project No. 032-15-058
Subject: 32nd District Agricultural Association (DAA)
Orange County Fair & Event Center
Action Sports Arena Painting Project

The cost proposal is for the Painting Project at the Action Sports Arena at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd DAA (Fair).
- B. The Contract will be between CFFA and the Contractor
- C. The project consists of the preparation, priming and painting of the Action Sports Arena, per the project specifications of October 29, 2015.
- D. CFFA will provide project management, inspections, and administration services associated with this project.

This cost proposal is for the contractor's costs, project management/administration, inspections and oversight of the subject project. The Fair understands that additional project management/administration costs will be incurred if the project extends beyond the current scheduled completion date of March 25, 2016, or if the project exceeds the current scope. Included in this cost proposal are CFFA's project management/administration fees. Any of the professional services or construction contingency funds included in the cost breakdown that are used, will also be subject to the CFFA's project management/administration fees.

The total cost, for the Action Sports Arena Painting Project is estimated to be \$175,176.00. This cost includes a 10% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. CFFA management/administration fees for this project, which are based on the project size and complexity, is six percent (6%) of the contractors construction cost of the project. Additional project management/administration fees will be incurred based upon the amount of the construction contingency funding that is utilized and any professional services that may be

required, and will be calculated at 6% of the actual amount expended. The management/administration fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). Project inspections are based upon project scope, estimated inspections/job site visits and complexity of on/off site work. CFFA in addition will provide EWSP program review and management at an additional cost due to program mandatory requirements. A cost breakdown is presented below.

**Orange County Fair & Event Center/32nd DAA
 Action Sports Arena Painting Project
 Cost Breakdown**

PROJECT CONSTRUCTION COSTS		
Contractors Cost (Painting & Décor)	\$ 143,600.00	
	<u>Construction Sub-Total</u>	\$ 143,600.00
CONSTRUCTION CONTINGENCY (10%)	\$ 14,360.00	\$ 157,960.00
SUPPLEMENTAL COSTS		
Supplemental Project Costs	\$ 0.00	
Inspections (Shared with Roofing Project)	\$ 4,000.00	
EWSP Program Compliance Estimate (Shared)	\$ 0.00	
	<u>Professional Services Sub-Total</u>	\$ 4,000.00
REIMBURSABLES		
Travel (Shared with Roofing Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	\$ 4,600.00
MANAGEMENT/ADMINISTRATION FEES		
Project Administration Fee (6%)		\$ 8,616.00
Total Costs, with Fees and Estimated Costs		\$ 175,176.00

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's project management/administration fee.

The project will commence immediately and be completed by March 25, 2016 with an expected project duration of approximately 3 months. Based on the scheduled duration of the project, the current project management fees of \$12,616.00 will be billed in one (1) monthly installment, with the payment due upon the signing of LOU. If the project progresses past the scheduled completion date, additional project management/administration fees will be incurred. The additional fees will be based upon a rate \$4,205.33 per month, until the completion of the project, with the actual amount being pro-rated during reconciliation of the project. Any direct or reimbursable costs, along with any project management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon

receipt of an invoice from CFFA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date. Payments not received within 30-days of the due date will be subject to interest at a rate of two percent (2%) per month. If any third party professional services or consultant outside services, including legal, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-058, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-058, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



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CONSTRUCTION

LETTER OF UNDERSTANDING Action Sports Arena Roofing Project

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority
Date: December 18, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-059 (CFFA Project No. 032-15-059)

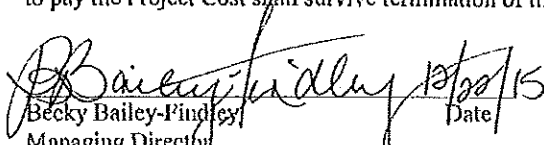
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated) January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

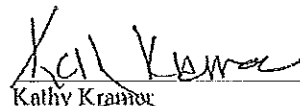
PROJECT: See Exhibit A, (December 18, 2015), Action Sports Arena Roofing Project
SCHEDULE: Estimated Start Date: December 28, 2015
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before January 1, 2016, Fair shall encumber funds maintained by the Fairgrounds in the amount of FIVE HUNDRED FORTY THOUSAND, and SIXTY DOLLARS and ZERO CENTS (\$540,060.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Services Authority
Date 12/22/15


Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center
Date 12/22/15



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100

Fax: (916) 263-6616

Exhibit A

December 18, 2015

Project No. 032-15-059
Subject: 32nd District Agricultural Association (DAA)
Orange County Fair & Event Center
Action Sports Arena Roofing Project

The cost proposal is for the Roofing Project at the Action Sports Arena at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd DAA (Fair).
- B. The Contract will be between CFFA and the Contractor
- C. The project consists of the selective demolition of the roofing material, valley beams
- D. and reinstall new roofing of the Action Sports Arena, per the project specifications
- E. Dated October 29, 2015.
- F. CFFA will provide project management, inspections, and administration services
- G. Associated with this project.

This cost proposal is for the contractor's costs, project management/administration, inspections and oversight of the subject project. The Fair understands that additional project management/administration costs will be incurred if the project extends beyond the current scheduled completion date of March 25, 2016, or if the project exceeds the current scope. Included in this cost proposal are CFFA's project management/administration fees. Any of the professional services or construction contingency funds included in the cost breakdown that are used, will also be subject to the CFFA's project management/administration fees.

The total cost, for the Action Sports Arena Roofing Project is estimated to be \$540,060.00. This cost includes a 10% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. CFFA management/administration fees for this project, which are based on the project size and complexity, is six percent (6%) of the contractors construction cost of the project. Additional project management/administration fees will be incurred based upon the amount

of the construction contingency funding that is utilized and any professional services that may be required, and will be calculated at 6% of the actual amount expended. The management/administration fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). Project inspections are based upon project scope, estimated inspections/job site visits and complexity of on/off site work. CFFA in addition will provide EWSP program review and management at an additional cost due to program mandatory requirements. A cost breakdown is presented below.

Orange County Fair & Event Center/32nd DAA
Action Sports Arena Roofing Project
Cost Breakdown

PROJECT CONSTRUCTION COSTS		
Contractors Cost (AP-Construction)	\$ 456,000.00	
	<u>Construction Sub-Total</u>	\$ 456,000.00
CONSTRUCTION CONTINGENCY (10%)	\$ 45,600.00	\$ 501,600.00
SUPPLEMENTAL COSTS		
Supplemental Project Costs	\$ 0.00	
Inspections (Shared with Painting Project)	\$ 4,000.00	
EWSP Program Compliance Estimate (Shared)	\$ 0.00	
	<u>Professional Services Sub-Total</u>	\$ 4,000.00
REIMBURSABLES		
Travel (Shared with Painting Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	\$ 4,600.00
MANAGEMENT/ADMINISTRATION FEES		
Project Administration Fee (6%)		\$ 27,360.00
Total Costs, with Fees and Estimated Costs		\$ 540,060.00

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's project management/administration fee.

The project will commence immediately and be completed by March 25, 2016 with an expected project duration of approximately 3 months. Based on the scheduled duration of the project, the current project management fees of \$31,360.00 will be billed in one (3) monthly installment of \$10,453.33/month, with the payment due upon the signing of LOU. If the project progresses past the scheduled completion date, additional project management/administration fees will be incurred. The additional fees will be based upon a rate \$10,453.33 per month, until the completion of the project, with the actual amount being pro-rated during reconciliation of the project. Any direct or reimbursable costs, along with any project

management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon receipt of an invoice from CFFA, which will include copies of applicable receipts.

Payment of all invoices are due within 30-days of the invoice billing date. Payments not received within 30-days of the due date will be subject to interest at a rate of two percent (2%) per month. If any third party professional services or consultant outside services, including legal, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-059, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-059, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

Joint Powers Authority

Invoices Paid December 2015



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 10/17/15 Amount: \$563.30

Vendor Name: CFFA

Invoice No.: 1769

Invoice Date: 10/17/15

Project No.: 03215024

Project Name: Pac Amp Seating Replacement

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Ray E
Project Manager

Ray E
Construction Manager

Chad Fisher
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1769
Invoice Date: 10/17/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215024 Direct Costs - 9/2015	563.30
	<u>\$563.30</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$563.30
Sales Tax: 0.00
Invoice Total: \$563.30

General Ledger Detail

Current Period 09 (9/1/2015 - 9/30/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Thursday, October 15, 2015 2:30:50PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03215024-A Printing-Projects, 032, Pac Amp Sea							0.00
9/1/2015	Summarized AP Invoices	Invoices	AP-Invoice		163.90		
8/25/2015	American Reprographics Company Planwell	Invoice: 8232435	032-15024 PAC AMP Seating Set Up,	Seating Set Up /			103.90
8/28/2015	American Reprographics Company	Invoice: 8240088	Planwell & Bidcaster Monthly Fees,	Planwell & Bidcaster Fee			60.00
9/3/2015	Summarized AP Invoices	Invoices	AP-Invoice		17.07		
9/3/2015	American Reprographics Company Seating Add #1	Invoice: 8251322	032-15024 Pac Amp Seating replacement Ad,	Pac Amp			17.07
9/14/2015	Summarized AP Invoices	Invoices	AP-Invoice		6.62		
9/14/2015	American Reprographics Company up	Invoice: 8260852	032-15024 PAC AMP Seating Set Up,	PW DMF / Specs / Set			6.62
642-032-03215024-A Net:					187.59	0.00	187.59
664-032-03215024-A Travel-projects, 032, Pac Amp Seatii							0.00
9/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		375.71		
9/21/2015	West America Bank Freese	Invoice: 9212015	West America September 2015 Statement (O,	Flight - OC Seating - D.			81.00
9/21/2015	West America Bank Freese	Invoice: 9212015	West America September 2015 Statement (O,	Parking - OC Seating - D.			25.50
9/21/2015	West America Bank Freese	Invoice: 9212015	West America September 2015 Statement (O,	Hotel - OC Seating - D.			144.29
9/21/2015	West America Bank Freese	Invoice: 9212015	West America September 2015 Statement (O,	Rental Car - OC Seating - D.			124.92
664-032-03215024-A Net:					375.71	0.00	375.71
\$ Grand Totals		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		0.00	563.30		563.30	0.00	563.30
\$ Trial Balances					<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		0.00	0.00	0.00
			Activity:		563.30	0.00	563.30
			Ending:		563.30	0.00	563.30



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8232435

INVOICE DATE 08/25/15

WORK ORDER# 11974974

SOLO TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 ATTN: Michael Sellens
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 08/18/15 at 12:00PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP							
Michael Sellens/CALIFORNIA FAIRS FIN	916-263-6114		Ed Worcester							
JOB#	JOB NAME	BILLER		LOC						
032-15024	PACIFIC AMPL SEATING REPLACEMENT @ OR.COUNTY FAIR & EVENT CEN	Maureen Morris		001						
QP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
8522.1	New Planwell Project	NT	001	1	1		1	EA	25.0000	25.00
8501	PW DMF/Document MNGT	NT	001	13	1		13	EA	2.1000	27.30
8503	PW DMF/Specs	NT	001	262	1		262	EA	0.1730	45.33

Approved for Payment
M.P. Sellen 9/14/15
OK Torres
Bush 9-18-15

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
103.41		0.49	103.90		103.90

Invoices undisputed for 45 days are final
 2237607

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

LT



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8240088

INVOICE DATE 08/28/15

WORK ORDER# 08-0030-15

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 08/28/15 at 12:57PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP
DAVID FREESE/CALIFORNIA FAIRS FINAN	916-263-6114		Ed Worcester
JOB#	JOB NAME	BILLER	LOC
PWE & BC 032-15024	PLANWELL and BIDCASTER MONTHLY FEES	Tom Johnson	001

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
8519	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
<p>----- NOTES ----- MONTHLY PWE and BC for 2015 - AUG</p> <p><i>Approved for Payment</i> <i>M. V. Sellen 9/14/15</i> <i>Buyer 9/14/15</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
60.00			60.00		60.00

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2253292



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8251322

INVOICE DATE 09/03/15

WORK ORDER# f2028653

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 ATTN: Michael Sellens
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 09/03/15 at 12:00PM

CONTACT	PHONE	PURCHASE ORDER#		SALES REP						
Michael Sellens/CALIFORNIA FAIRS FIN	916-263-6114			Ed Worcester						
JOB#	JOB NAME	BILLER		LOC						
032-15-024	PACIFIC AMP. SEATING REPLACEMENT ADDENDUM 1	Chelsea Langer		001						
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	26	1		26	EA	0.1730	4.50
6157	3rd Party Download	NT	001	1	1		1	EA	6.3000	6.30
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
<p>ARC FACILITIES will be closed Monday, September 7th in observance of Labor Day.</p> <p><i>Approved for Payment</i> <i>Michael Sellens 9/14/15</i> <i>Bruce 9/14/15</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
16.58		0.49	17.07		17.07

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2260011



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8260852

INVOICE DATE 09/14/15

WORK ORDER# f2028635

SOLD TO:

Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524
 ATTN: Michael Sellens
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 09/09/15 at 12:00PM

OR CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	2	1		2	EA	0.1730	0.35
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

Approval for Payment
M. Sellens 9/21/15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
6.13		0.49	6.62		6.62

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2264488

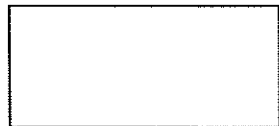
LT

CFFAccounting

From: construction
Sent: Monday, October 12, 2015 9:04 AM
To: CFFAccounting
Subject: FW: UPDATED flight reservation (HGN2GU) | 10SEP15 | SNA-SMF | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, September 09, 2015 1:22 PM
To: construction <construction@cfsa.org>
Subject: UPDATED flight reservation (HGN2GU) | 10SEP15 | SNA-SMF | Freese/David

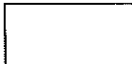
You're all set for your trip!



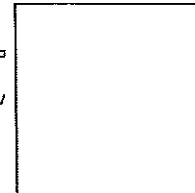
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Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: DelMar WaveVolleyball



AIR Itinerary

AIR Confirmation: HGN2GU

Confirmation Date: 09/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262141610514	Aug 25, 2016	2018

Date	Flight	Departure/Arrival
Thu Sep 10	2435	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:15 PM Arrive in SACRAMENTO, CA (SMF) at 5:35 PM Travel Time 1 hrs 20 mins Anytime

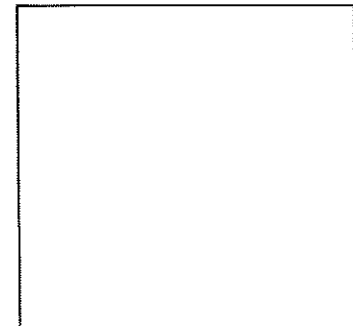
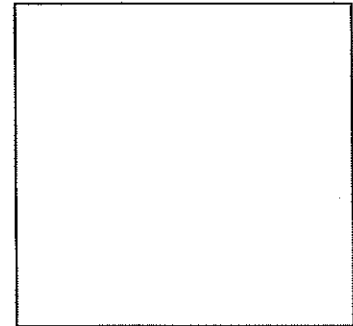
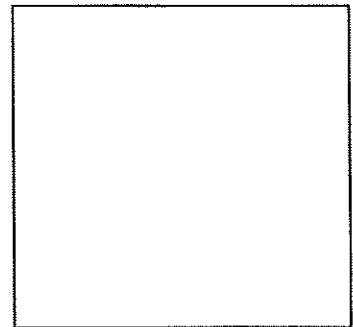
What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.

- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 231.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262141610514: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

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Cost and Payment Summary

AIR - HGN2GU

Base Fare	\$ 201.77	Payment Information
Excise Taxes	\$ 15.13	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 4.00	Date: Sep 9, 2015
Passenger Facility Charge	\$ 4.50	Payment Amount: \$162.00 <i>50% seating</i>
September 11th Security Fee	\$ 5.60	
Total Air Cost	\$ 231.00	Payment Type: Ticket Exchange
		Date: Sep 9, 2015
		Payment Amount: \$69.00

Exchange Detail
Aug 26, 2015 From ticket # 5262138132610 to ticket # 5262141610514

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 09/10/15 17:57
Receipt 020921

Short-term Parking Tkt
GRE - No. 050689
09/08/15 04:44
09/10/15 17:57
Period 2d13h14'
(Ust.) \$51.00

Total \$51.00

Payment Received
VISA \$51.00
XXXXXXXXXXXX0686

Sub Total \$51.00

All Amounts in USD.
Deliv. Date=Receipt Date

09/10/15 17:57

50% OC Fail
Seeding
50%
Pet Mtd

BEST WESTERN PLUS NEWPORT INN
 2642 Newport Blvd.
 Costa Mesa, CA 92627



(949) 650-3020
 05417@hotel.bestwestern.com

C/O 09/10/2015 02:22 PM kelly

Loyalty Club: 6006637310286679

Platinum

Room #

301-A

Registered To:
 Freese, David
 BW-REGULAR GUESTS
 292 Shasta Drive
 Vacaville, CA 95687

Conf # 101205
 Arrival 09/08/15
 Departure 09/10/15

Room Type KDZ-King - Business - N
 Guests 2 / 0

Payment Visa/Master
 Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
09/08/15	DEPALM	RC	ROOM CHARGE			\$129.99
09/08/15	DEPALM	9	ROOM TAX			\$10.40
09/08/15	DEPALM	91	CITY BIA			\$3.90
09/09/15	DEPALM	RC	ROOM CHARGE			\$129.99
09/09/15	DEPALM	9	ROOM TAX			\$10.40
09/09/15	DEPALM	91	CITY BIA			\$3.90
09/10/15	kelly	VS	PAYMENT VISA/MC		0686 - 818001	\$288.58-

50% OC Seating

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

 Signature

*50% - Del m/w 10% OC Fair
Spending*

DOLLAR RENT A CAR
JOHN WAYNE ORANGE CO
RENTAL RECORD: 080856763
RENTER: REESE, DAVID
COMPLETED BY: SASDAD
RENTED: JOHN WAYNE ORANGE CO
RENTAL: 09-08-15 0811
RETURN: 09-10-15 1426
VEH NUMBER: J061921
MILES IN: 23893 OUT: 23710
MILES DRIVEN: 175
CHECK IN FUEL LEVEL: 8 OUT: 8
PLAN IN/OUT: WALK
PLS: EDAR
3 DAYS @ \$56.00 \$168.00
SUBTOT \$168.00
MAXABLE TOT: \$168.00
TIME \$168.00
LOW
3 DAYS @ \$11.00 \$33.00
IF800
3 DAYS @ \$1.50 \$4.50
APCONRGFEE \$22.83
CURSM SRG \$5.88
STATE TAX \$15.63
TOTAL CHARGE \$249.84
NET DUE \$0.00
PAYMENTS -\$249.84
PAID BY: VI
CREDIT CARD#: *****0686
IT # WN 337957344

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save 10% on a future rental

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- 2) Enter Access Code: SNA
- 3) Complete a brief survey about your rental experience



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 10/17/15 Amount: \$2,892.08

Vendor Name: CFFA

Invoice No.: 1770

Invoice Date: 10/15/15

Project No.: 03213031

Project Name: Pac Amp Renovation Ph. II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1770
Invoice Date: 10/15/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 Direct Costs - 9/2015	2,892.08
	<u>\$2,892.08</u>

Thank you for your business!

Questions: CFFAccounting@cfssa.org

Net Invoice: \$2,892.08
Sales Tax: 0.00
Invoice Total: \$2,892.08

General Ledger Detail

Current Period 09 (9/1/2015 - 9/30/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Thursday, October 15, 2015 2:51:40PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							17,563.10
9/8/2015	Summarized AP Invoices	Invoices	AP-Invoice		2,122.00		
9/8/2015	Orbach Huff Suarez & Henderson LLP	Invoice: 71225	Professional Services	8/1-8/31, Professional Services			2,122.00
	8/1-8/31						
651-032-03213031-A Net:					2,122.00	2,122.00	0.00
664-032-03213031-A Travel-projects, 032, Pac Amp Phase							30,835.09
9/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		708.27		
9/21/2015	West America Bank	Invoice: 9212015	West America	September 2015 Statement (O, Flight - OC - B. Eubanks			231.00
9/21/2015	West America Bank	Invoice: 9212015	West America	September 2015 Statement (O, Hotel - OC - B. Eubanks			144.29
9/21/2015	West America Bank	Invoice: 9212015	West America	September 2015 Statement (O, Hotel - OC - B. Eubanks			332.98
664-032-03213031-A Net:					708.27	708.27	0.00
668-032-03213031-A Misc Expense-Project, 032, Pac Amp							0.00
9/8/2015	Summarized AP Invoices	Invoices	AP-Invoice		61.81		
9/8/2015	Bryan K. Eubanks	Invoice: BE3290815	Public Records Reimburement,	Materials for Public Records Request			61.81
668-032-03213031-A Net:					61.81	61.81	0.00
\$ Grand Totals							
		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		48,398.19	2,892.08		2,892.08	0.00	51,290.27
		\$ Trial Balances			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		48,398.19	0.00	48,398.19
			Activity:		2,892.08	0.00	2,892.08
			Ending:		51,290.27	0.00	51,290.27

ORBACH HUFF SUAREZ & HENDERSON LLP

PAID

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

September 8, 2015

Attention: David Freese

Inv #: 71225

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
08-10-15	1597		1.10	\$230.00	253.00
			<i>o/c</i>		
08-11-15	1597		0.90	\$230.00	207.00
			<i>o/c</i>		
	1597		0.50	\$230.00	115.00
			<i>o/c</i>		
08-12-15	1597		0.30	\$230.00	69.00
			<i>lc</i>		
08-14-15	1597		1.30	\$230.00	299.00
			<i>o/c</i>		

Invoice #: 91225

Page 2

September 8, 2015

CFFA.

08-17-15	1597		1.30	\$230.00	299.00
----------	------	--	------	----------	--------

o/c

08-21-15	1597		1.80	\$230.00	414.00
----------	------	--	------	----------	--------

o/c

08-24-15	1597		1.80	\$230.00	414.00
----------	------	--	------	----------	--------

o/c

	1597		<i>o/c</i> 0.20	\$230.00	46.00
--	------	--	-----------------	----------	-------

Totals			9.20		\$2,116.00
--------	--	--	------	--	------------

DISBURSEMENTS

Aug-31-15	Photocopies 7 @ 0.25 week of 08/09/15				1.75
	Photocopies 17 @ 0.25 week of 8/24/15				4.25

Totals					\$6.00
--------	--	--	--	--	--------

o/c

Total Fees and Disbursements

\$2,122.00

TAX ID Number 95-4655650

Timekeeper Summary

<u>Timekpr #</u>	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1597	Kimble Cook	9.20	\$230.00	\$2,116.00

OK TO REC
BZ 9-14-15

CFFAccounting

From: construction
Sent: Monday, October 12, 2015 9:03 AM
To: CFFAccounting
Subject: FW: Flight reservation (HPHON8) | 11SEP15 | SNA-SMF | Eubanks/Bryan

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, September 09, 2015 2:18 PM
To: construction <construction@cfsa.org>
Subject: Flight reservation (HPHON8) | 11SEP15 | SNA-SMF | Eubanks/Bryan

You're all set for your trip!



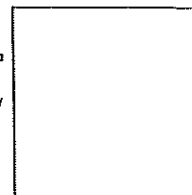
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
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Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 09/11/15 - Sacramento



AIR Itinerary

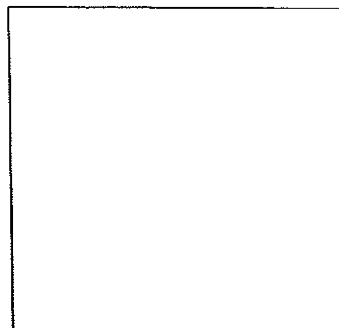
AIR Confirmation: HPHON8

Confirmation Date: 09/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262141632299	Sep 8, 2016	2018

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Fri Sep 11	573	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:10 PM Arrive in SACRAMENTO, CA (SMF) at 7:30 PM Travel Time 1 hrs 20 mins Anytime

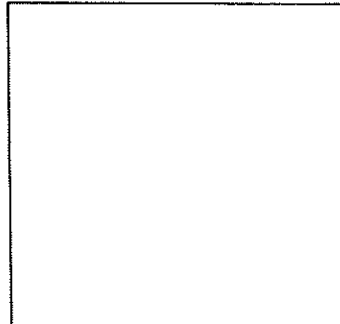
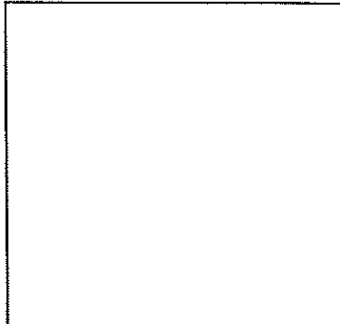
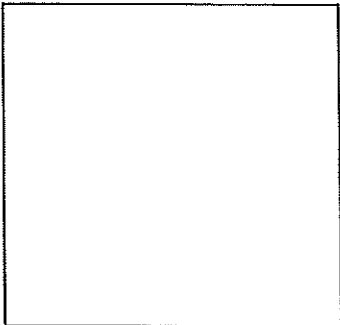


What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 231.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262141632299: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SNA WN SMF201.77YL 201.77 END ZPSNA XFSNA4.5 AY5.60\$SNA5.60

Learn About Our Boarding Process

Get EarlyBird Check-In® Details

Cost and Payment Summary

AIR - HPHON8

Base Fare	\$ 201.77	Payment Information
Excise Taxes	\$ 15.13	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Sep 9, 2015
Passenger Facility Charge	\$ 4.50	Payment Amount: \$231.00
September 11th Security Fee	\$ 5.60	
Total Air Cost	\$ 231.00	

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 09/11/2015 08:07 AM Josie

Loyalty Club: 6006637391147204

Diamond

Room #

328-A

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
Vacaville, CA 95688

Conf #

101673

Arrival

09/10/15

Departure

09/11/15

Room Type

KDZ-King - Busines

Guests

2 / 0

Payment

Visa/Master

Acct

XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting Date	Oper	AcctCod	Description	From	Reference	Amount
09/10/15	DEPALM	RC	ROOM CHARGE			\$129.99
09/10/15	DEPALM	9	ROOM TAX			\$10.40
09/10/15	DEPALM	91	CITY BIA			\$3.90
09/11/15	Josie	VS	PAYMENT VISA/MC		1737 - 301144	\$144.29-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 08/09/2015 10:52 AM Joste

Loyalty Club: 6006637391147204

Diamond

Room # 332-A

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelaw Rd
Vacaville, CA 95688

Conf # 99065
Arrival 08/07/15
Departure 08/09/15

Room Type QQZ-QQ-Business-Non
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
08/07/15	khale	7T	GUEST ADV TRANS			\$166.49
08/07/15	khale	RC	ROOM CHARGE			\$149.99
08/07/15	khale	9	ROOM TAX			\$12.00
08/07/15	khale	91	CITY BIA			\$4.50
08/08/15	khale	RC	ROOM CHARGE			\$149.99
08/08/15	khale	9	ROOM TAX			\$12.00
08/08/15	khale	91	CITY BIA			\$4.50
08/09/15	Joste	V5	PAYMENT VISA/MC		7373 - 125234	\$166.49
09/14/15	naj	V5	PAYMENT VISA/MC		1737 - 714144	\$332.98
09/14/15	naj	AV	REFUND VISA/MC		7373 -	\$332.98

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 11/03/2015

Amount: \$34.50

Vendor Name: CFFA

Invoice No.: 1776

Invoice Date: 11/03/2015

Project No.: 03215024

Project Name: Pac Amp Seating Replacement

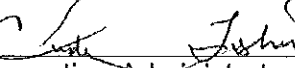
Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road - Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1776
Invoice Date: 10/17/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215024 Direct Costs - 9/2015 - Flight Fee	34.50
	<u>\$34.50</u>

Thank you for your business!

Questions: CFFAccounting@cfsa.org

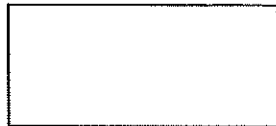
Net Invoice: \$34.50
Sales Tax: 0.00
Invoice Total: \$34.50

(Del Mar)

From: construction
Sent: Monday, October 12, 2015 9:03 AM
To: CFFAccounting
Subject: FW: CANCELLED flight reservation (H3N2AT) | 09SEP15 | SNA-SMF | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, September 09, 2015 1:13 PM
To: construction <construction@cfsa.org>
Subject: CANCELLED flight reservation (H3N2AT) | 09SEP15 | SNA-SMF | Freese/David

Your reservation has been cancelled.



[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Your reservation has been cancelled.



AIR Confirmation: H3N2AT Confirmation Date: 09/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262138134103	Aug 25, 2016	306

Date	Flight	Departure/Arrival
Wed Sep 9	2435	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 4:15 PM Arrive in SACRAMENTO, CA (SMF) at 5:35 PM Travel Time 1 hrs 20 mins Wanna Get Away

Air Cost: 69.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262138134103: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away

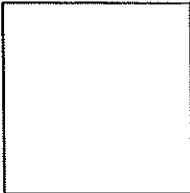
fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SNA WN SMF51.07TDNUHNR 51.07 END ZPSNA XT5.60AY4.50XFSNA4.5

Cost and Payment Summary

AIR - H3N2AT

Base Fare	\$ 51.07	Payment Information
Excise Taxes	\$ 3.83	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 4.00	Date: Aug 26, 2015
Passenger Facility Charge	\$ 4.50	Payment Amount: \$69.00
September 11th Security Fee	\$ 5.60	
Total Air Cost	\$ 69.00	This funds remaining in conf#H3N2AT for future travel \$69.00



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[Flight Status Notification](#)
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This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

CFFAaccounting

From: construction
Sent: Monday, October 12, 2015 9:04 AM
To: CFFAaccounting
Subject: FW: UPDATED flight reservation (HGN2GU) | 10SEP15 | SNA-SMF | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, September 09, 2015 1:22 PM
To: construction <construction@cfsa.org>
Subject: UPDATED flight reservation (HGN2GU) | 10SEP15 | SNA-SMF | Freese/David

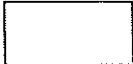
You're all set for your trip!



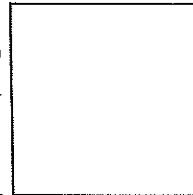
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
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Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip:



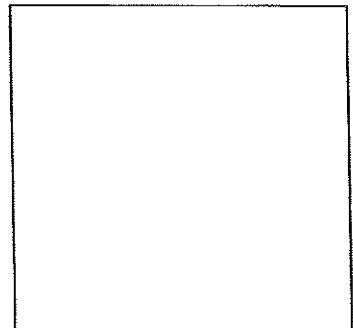
AIR Itinerary

AIR Confirmation: HGN2GU

Confirmation Date: 09/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262141610514	Aug 25, 2016	2018

Date	Flight	Departure/Arrival
Thu Sep 10	2435	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:15 PM Arrive in SACRAMENTO, CA (SMF) at 5:35 PM Travel Time 1 hrs 20 mins <u>Anytime</u>



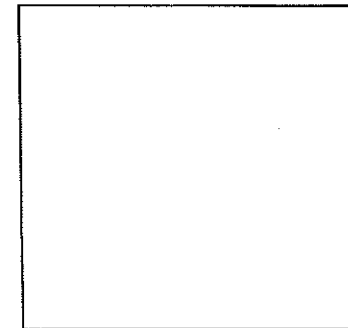
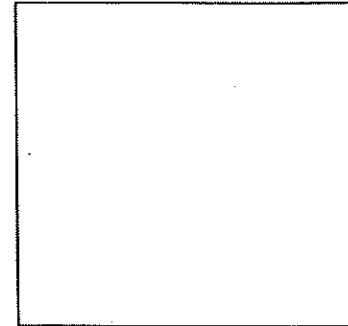
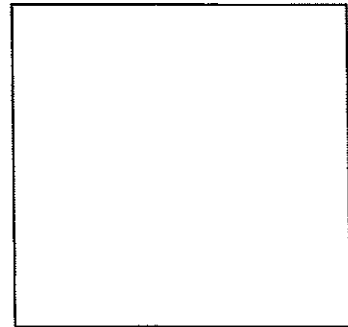
What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.

- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 231.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262141610514: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

Learn About Our Boarding Process

Get EarlyBird Check-in@ Details

Cost and Payment Summary

AIR - HGN2GU

Base Fare	\$ 201.77
Excise Taxes	\$ 15.13
Segment Fee	\$ 4.00
Passenger Facility Charge	\$ 4.50
September 11th Security Fee	\$ 5.60
Total Air Cost	\$ 231.00

Payment Information

Payment Type: Visa XXXXXXXXXXXX0686
Date: Sep 9, 2015
Payment Amount: \$162.00 *50% seating*
Payment Type: Ticket Exchange
Date: Sep 9, 2015
Payment Amount: \$69.00

- Flight Initially cancelled = \$69.00
- Funds Transferred to new flight
- 50% of Flight Costs for Pac Amp Seatin
= \$34.50

Exchange Detail

Aug 26, 2015 From ticket # 5262138132610 to ticket # 5262141610514



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 11/03/2015

Amount: \$610.98

Vendor Name: CFFA

Invoice No.: 1778

Invoice Date: 11/03/2015

Project No.: 03215024

Project Name: Pac Amp Seating Replacement
Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1778
Invoice Date: 11/3/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215024 Direct Costs - 10/2015	610.98
	<u>\$610.98</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$610.98
Sales Tax: 0.00
Invoice Total: \$610.98



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 8282678

INVOICE DATE 09/28/15

WORK ORDER# 09-0030-15

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHP TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 09/28/15 at 09:27AM

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
8519	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
8525	BldCaster - Email	NT	001	11	1		11	EA	0.2100	2.31
8526	PAC AMP SEATING REPLACE									
8526	BidCaster - Fax	NT	001	3	1		3	EA	0.2100	0.63
8526	PAC AMP SEATING REPLACE									
<p>-----NOTES----- MONTHLY PWE and BC for 2015 - SEPT</p> <p><i>Approved for Payment</i> <i>Michael Sellers</i> 10-6-15 OK TO Pmt <i>BoE</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-483-2239

650 TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
62.94			62.94		62.94

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final
 2287333



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 8332003

INVOICE DATE 10/28/15

WORK ORDER# 10-0028-15

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 10/28/15 at 09:49AM

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
8519	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
8525	BidCaster - Email PAC AMP SEATING REPLACE	NT	001	24	1		24	EA	0.2100	5.04
8526	BidCaster - Fax PAC AMP SEATING REPLACE	NT	001	0	1		0	EA	0.2100	0.00
<p>----- NOTES ----- MONTHLY PWE and BC for 2015 - OCT</p>										

Approved for Payment
M. P. Keller 10/3/15

OK To Pay
By 10/28/15

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
65.04			65.04		65.04

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2325657

Paid

ORBACH HUFF SUAREZ & HENDERSON LLP
1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

October 8, 2015

Attention: David Freese

Inv #: 71343

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
09-01-15	1597		0.80	\$230.00	184.00
			<i>o/c</i>		
09-02-15	1597		1.70	\$230.00	391.00
			<i>o/c</i>		
09-04-15	1597		1.20	\$230.00	276.00
			<i>o/c</i>		

Invoice #: 71343

Page 2

October 8, 2015

09-07-15	1597	0.20	\$230.00	46.00
			<i>B/c</i>	
09-08-15	1597	2.60	\$230.00	598.00
			<i>✓</i>	
09-09-15	1597	2.80	\$230.00	644.00
			<i>✓</i>	
09-10-15	1597	5.50	\$230.00	1,265.00
			<i>✓</i>	

Invoice #: 71343

Page 3

October 8, 2015

09-11-15 1597

✓
13.50 \$230.00

~~3,105.00~~

09-14-15 1597

✓
1.70 \$230.00

~~391.00~~

09-15-15 1597

✓
0.70 \$230.00

~~161.00~~

09-16-15 1597

✓
2.10 \$230.00

483.00

licences/RMO status

analysis of Herb Edwards Ltd. contract/District

*per AWP 024,
section 7*

09-22-15 1597

1.80 \$230.00 ~~414.00~~

o/c

09-24-15 1597

1.00 \$230.00 ~~230.00~~

ok

1597

0.60 \$230.00 ~~138.00~~

o/c

09-28-15 1597

1.20 \$230.00 ~~276.00~~

ok

09-29-15 1597

1.80 \$230.00 ~~414.00~~

ok

09-30-15 1597

0.80 \$230.00 ~~184.00~~

ok



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 11/03/2015 Amount: \$9,103.24

Vendor Name: CFFA

Invoice No.: 1779

Invoice Date: 11/03/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Ph. II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1779
Invoice Date: 11/3/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 Direct Costs - 10/2015	9,103.24
	<u>\$9,103.24</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$9,103.24
Sales Tax: 0.00
Invoice Total: \$9,103.24

General Ledger Detail

Current Period 10 (10/1/2015 - 10/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, November 03, 2015 12:33:11PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							19,685.10
10/8/2015	Summarized AP Invoices	Invoices	AP-Invoice		9,103.24		
10/8/2015	Orbach Huff Suarez & Henderson LLP 9/1-9/30	Invoice: 71343	Professional Services 9/1-9/30,	Professional Services			9,103.24
651-032-03213031-A		Net:	9,103.24		9,103.24	0.00	28,788.34
<hr/>							
\$ Grand Totals		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		19,685.10	9,103.24		9,103.24	0.00	28,788.34
<hr/>							
\$ Trial Balances					<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		19,685.10	0.00	19,685.10
			Activity:		9,103.24	0.00	9,103.24
			Ending:		28,788.34	0.00	28,788.34

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

October 8, 2015

Attention: David Freese

Inv #: 71343

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
09-01-15	1597		0.80	\$230.00	184.00
				<i>o/c</i>	
09-02-15	1597		1.70	\$230.00	391.00
				<i>o/c</i>	
09-04-15	1597		1.20	\$230.00	276.00
				<i>o/c</i>	

Invoice #: 71343

Page 2

October 8, 2015

09-07-15 1597 0.20 \$230.00 46.00

B/C

09-08-15 1597 2.60 \$230.00 598.00

✓

09-09-15 1597 2.80 \$230.00 644.00

✓

09-10-15 1597 5.50 \$230.00 1,265.00

✓

Invoice #: 71343

Page 3

October 8, 2015

09-11-15 1597 13.50 \$230.00 3,105.00

09-14-15 1597 1.70 \$230.00 391.00

09-15-15 1597 0.70 \$230.00 161.00

Invoice #: 71343

Page 4

October 8, 2015

09-22-15 1597 1.80 \$230.00 414.00

ok

09-24-15 1597 1.00 \$230.00 230.00

ok

1597 0.60 \$230.00 138.00

ok

09-28-15 1597 1.20 \$230.00 276.00

ok

09-29-15 1597 1.80 \$230.00 414.00

ok

09-30-15 1597 0.80 \$230.00 184.00

Pg 5 *ok* *386.24**

Total = \$9,103.24 ✓

Invoice #: 71343

Page 5

October 8, 2015

Totals

~~40.00~~ ~~\$9,200.00~~

DISBURSEMENTS

Sep-30-15

363.99
9.75
6.25
6.25

Totals

\$386.24

Total Fees and Disbursements

~~\$9,586.24~~

TAX ID Number 95-4655650

9103.24



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 11/9/2015

Amount: \$3,000.00

Vendor Name: CFFA

Invoice No.: 1785

Invoice Date: 11/19/2015

Project No.: 03215024

Project Name: Pac Amp Seating Replacement

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1785
Invoice Date: 11/19/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Project Management Fee (Plan Review, Job Walk, Bid Review)	3,000.00
	\$3,000.00

Thank you for your business!

Questions: CFFAccounting@cfsa.org

Net Invoice: \$3,000.00
Sales Tax: 0.00
Invoice Total: \$3,000.00

**Orange County Fair and Event Center
 Pacific Amphitheater Seating Replacement – Bid Solicitation
 Cost Breakdown**

PROJECT COSTS			
Project Management Fee (Plan Review, Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
	Sub-Total		\$ 3,000.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 2,000.00	
	Reproduction, i.e. plans, spec, etc.	\$ 400.00	
	Travel	\$ 1,500.00	
	Misc.	\$ 200.00	
	Reimbursable Sub-Total		\$ 4,100.00
Estimated Total Costs, w/lt fees			\$ 7,100.00

*All costs/fee will be tracked and reconciled at the project conclusion.

It is scheduled that the project will commence as soon as possible and be completed by August 14, 2015. Due to the expected short duration of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 11/23/15

Amount: \$23,950.00

Vendor Name: ATI Architects & Engineers

Invoice No.: 99506

Invoice Date: 10/4/2015

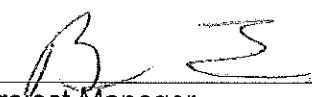
Project No.: 03215042

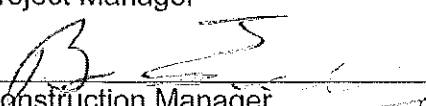
Project Name: Memorial Gardens/Hero's Hall
Building Architectural Design & Construction Documents

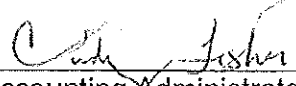
Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

Statement of Account



ATI Architects & Engineers
 3860 Blackhawk Road, Suite 100
 Danville, CA 94506

California Fair Services Authority
 1776 Tribute Road, Suite 100
 Sacramento, CA 95815

Statement date: 11/3/2015

Invoice Number	Invoice Date	Amount
----------------	--------------	--------

California Fair Services Authority
 CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)

99506	10/4/2015	<u>23,950.00</u>
Client Outstanding		<u>23,950.00</u>

California Fair Services Authority						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
23,950.00	0.00	23,950.00	0.00	0.00	0.00	0.00

By: [Signature]



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/09/2015

Amount: \$1,911.77

Vendor Name: CFFA

Invoice No.: 1796

Invoice Date: 11/30/2015

Project No.: 03215033

Project Name: Fall Protection Sol. to Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone (916) 263-6100
Fax (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1796
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03215033
Pac Amp Fall Protection - Bid Sol

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215033 Direct Costs - 11/2015	1,911.77
	<u>\$1,911.77</u>

Thank you for your business!

Questions: CFFAaccounting@cfssa.org

Net Invoice: \$1,911.77
Sales Tax: 0.00
Invoice Total: \$1,911.77

General Ledger Detail

Current Year (1/1/2015 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, December 01, 2015 11:57:47AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
630-032-03215033-A Consultants, 032, Pac Amp Fall Prot							0.00
11/1/2015	Summarized AP Invoices	Invoices	AP-Invoice		347.50		
10/27/2015	Interwest Consulting Group Inc. Services	Invoice: 24158	032-15033 Pac Amp Fall Protection System,	9/18 - Professional			347.50
630-032-03215033-A Net:					347.50	0.00	347.50
642-032-03215033-A Printing-Projects, 032, Pac Amp Fall							0.00
11/11/2015	Summarized AP Invoices	Invoices	AP-Invoice		80.27		
11/11/2015	American Reprographics Company Protection	Invoice: 83354637	Pac Amp - Fall Protection - Planwell,	New Planwell - Fall			80.27
11/19/2015	Summarized AP Invoices	Invoices	AP-Invoice		8.00		
11/19/2015	American Reprographics Company Fall Protection	Invoice: 8368752	Pac Amp - Fall Protection - PW DFM Specs,	New Planwell -			8.00
11/23/2015	Summarized AP Invoices	Invoices	AP-Invoice		60.00		
11/23/2015	American Reprographics Company Bidcaster Fees	Invoice: 8372714	Pac Amp - Fall Protection -Planwell and,	Planwell &			60.00
642-032-03215033-A Net:					148.27	0.00	148.27
647-032-03215033-A Advertising-Projects, 032, Pac Amp							0.00
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,416.00		
11/20/2015	West America Bank Protection	Invoice: 11202015	West America October 2015 Statement (Ope,	Bid Advertisement - Fall			1,416.00
647-032-03215033-A Net:					1,416.00	0.00	1,416.00
\$ Grand Totals							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	1,911.77		1,911.77	0.00	1,911.77
\$ Trial Balances							
			Prior:		0.00	0.00	0.00
			Activity:		1,911.77	0.00	1,911.77
			Ending:		1,911.77	0.00	1,911.77

PAID

Interwest Consulting Group, Inc.

9300 Stockton Blvd., Suite 100
Elk Grove, CA 95875

Invoice No.: 24158

Date: 10/27/2015

Bill To:

CFFA

Mr. Michael Sellens

1776 Tribute Road, Suite 100

Sacramento, CA 95815

Page: 6 of 7

Invoice Detail

Project Description : Pacific Amphitheatre Fall Protection System

Work Order No.:

CFFA Project No.: 032 - 15033

Professional Services for the period September 1 through September 30, 2015

Person	Title	Week	Hours	Rate	Total
Bill Rodgers	Senior Structural Engineer	9/18/2015	2.5	\$130.00	\$325.00
Jessica Corson	Clerical Support	9/18/2015	0.5	\$45.00	\$22.50

Invoice Total: **\$347.50**

Approved for Payment

Mr. Sellens 11/2/15

*OK TO P -
11-5-15*

Please remit to:

Interwest Consulting Group, P.O. Box 18330, Boulder, CO 80308

Attention: Accounting

Direct invoice questions to Renee Haynes @ 970.460.1092



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PA

INVOICE NO. 8354637

INVOICE DATE 11/11/15

WORK ORDER# F2029326

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31
 ATTN: PLANWELL UPLOAD ONLY
 WILL CALL/WAITER - CORPORATE
 345 CLINTON ST.
 COSTA MESA, CA 92626

DUE: 11/06/15 at 02:51PM

CONTACT MICHAEL SELLENS	PHONE 916-263-6155	PURCHASE ORDER#	SALES REP Ed Worcester
----------------------------	-----------------------	-----------------	---------------------------

JOB# 032-15-033	JOB NAME PACIFC AMPITHEATER STAGE AND TOWERS FALL PROTECTION	BILLER Chelsea Langer	LOC 001
--------------------	---	--------------------------	------------

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	247	1		247	EA	0.1730	42.73
6157	3rd Party Download	NT	001	1	1		1	EA	6.3000	6.30
8522.1	New Planwell Project	NT	001	1	1		1	EA	25.0000	25.00
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.

*OK TO P^u
 Base 12-1-15*

*Approved for Payment
 M. Sellens
 11/17/15*

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
79.81		0.46	80.27		80.27

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2339333

LT



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8368752

INVOICE DATE 11/19/15

WORK ORDER# F2029466

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: ATTN: UPLOAD ONLY
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 11/17/15 at 03:08PM

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	10	1		10	EA	0.1730	1.73
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.										
<i>Approve for Payment</i> <i>11/23/15</i> <i>M.P. Sellen</i> <i>OK TO P</i> <i>BE 12-1-15</i>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
7.51		0.49	8.00		8.00

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2351034

LT



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 8372714

INVOICE DATE 11/23/15

WORK ORDER# 11-0027-15

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 11/23/15 at 05:22AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114		Ed Worcester
JOB#	JOB NAME	BILLER	LOC
PWE & BC <i>032-15033</i>	PLANWELL and BIDCASTER MONTHLY FEES	Tom Johnson	001

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
8519	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
<p>NOTES</p> <p>MONTHLY PWE and BC for 2015 - NOV</p> <p>ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.</p> <p><i>Approved for Payment</i></p> <p><i>M. Seller</i></p> <p><i>11/30/15</i></p> <p><i>OK TO P</i></p> <p><i>B...</i></p> <p><i>12-1-12</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
60.00			60.00		60.00

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2356946



The Orange County Register • Excelsior • SqueezeOC.com
Orange County Home • Coast • Preferred Destinations • OC Kids

Fall 2015

PAYMENT RECEIPT

Friday, October 30, 2015

Transaction Type: Payment	Customer Type: Small Business
Ad Number: 0010106767	Customer Category: CLS-Ledger
Apply to Current Order: Yes	Customer Status: Active
Payment Method: Credit Card	Customer Group: CLS-Legals
Bad Debt: -	Customer Trade:
Credit Card Number: XXXXXXXXXXX1737 - Visa	Account Number: 1001062242
Credit Card Expire Date: March 2017	Phone Number: 9167169099
Payment Amount: \$1,416.00	Company / Individual: Company
Amount Due: \$0.00	Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY
Reference Number:	Customer Address: 1776 TRIBUTE ROAD, SUITE 100
Charge to Company: OCRC	SACRAMENTO, CA 95815 USA
Category: Classified	Check Number:
redit to Transaction Numbe	Routing Number:
Invoice Text:	
Invoice Notes:	



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/09/2015

Amount: \$1,819.00

Vendor Name: CFFA

Invoice No.: 1797

Invoice Date: 11/30/2015

Project No.: 03215042

Project Name: Heroes Hall Memorial Gardens Sol. To Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

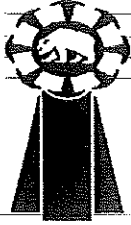
Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1797
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03215042
Memorial Gardens/Hero's Hall

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215042 Direct Costs - 11/2015	1,819.00
	<u>\$1,819.00</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,819.00
Sales Tax: 0.00
Invoice Total: \$1,819.00

General Ledger Detail

GL Detail Report (1/1/2011 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, December 01, 2015 12:21:20PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance		
642-032-03215042-A Printing-Projects, 032, Memorial Ga							0.00		
11/5/2015	Summarized AP Invoices	Invoices	AP-Invoice		631.13				
11/5/2015	American Reprographics Company	Invoice: 1317849	032-15042 - Heroes Hall - Digital Setup				631.13		
11/30/2015	Summarized AP Invoices	Invoices	AP-Invoice		206.48				
9/23/2015	American Reprographics Company	Invoice: 1283365	032-15042 - Heroes Hall - 1 set of Plans				100.97		
10/22/2015	American Reprographics Company	Invoice: 1306662	032-15042 - Heroes Hall - 1 set of Plans				105.51		
642-032-03215042-A					Net:	837.61	837.61	0.00	837.61
664-032-03215042-A Travel-projects, 032, Memorial Gard							0.00		
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		981.39				
11/20/2015	West America Bank Freese - HH	Invoice: 11202015	West America October 2015 Statement (Ope, Flight Southwest - D.				461.96		
11/20/2015	West America Bank Heroes Hall	Invoice: 11202015	West America October 2015 Statement (Ope, Best Western B. Eubanks -				144.29		
11/20/2015	West America Bank Heroes Hall	Invoice: 11202015	West America October 2015 Statement (Ope, Best Western D. Freese -				144.29		
11/20/2015	West America Bank Eubanks	Invoice: 11202015	West America October 2015 Statement (Ope, Sac Airport Parking B.				34.00		
11/20/2015	West America Bank Freese	Invoice: 11202015	West America October 2015 Statement (Ope, Chevron - Irvine - D. Freese				16.27		
11/20/2015	West America Bank Freese	Invoice: 11202015	West America October 2015 Statement (Ope, Sac Airport Parking - D.				34.00		
11/20/2015	West America Bank Freese	Invoice: 11202015	West America October 2015 Statement (Ope, Dollar Rental Car - D.				146.58		
664-032-03215042-A					Net:	981.39	981.39	0.00	981.39
\$ Grand Totals		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance		
		0.00	1,819.00		1,819.00	0.00	1,819.00		
\$ Trial Balances					Total Debits	Total Credits	Balance		
			Prior:		0.00	0.00	0.00		
			Activity:		1,819.00	0.00	1,819.00		
			Ending:		1,819.00	0.00	1,819.00		

ARC™
 801 Broadway
 SACRAMENTO, CA 95818
 916-443-1322

PART

INVOICE NO. 1317849
 INVOICE DATE 11/05/15
 WORK ORDER# P944144

SOLD TO: Cust# 6474
 California Fairs Services Authority
 1776 Tribute Road Ste. 100
 Sacramento, CA 95815

SHIP TO: ATTN: David Freese
 California Fairs Services Authority
 1776 Tribute Road Ste. 100
 Sacramento, CA 95815

JOB DUE: 11/04/15 at 03:30PM

Will Call

CONTACT		PHONE	PURCHASE ORDER#		SALES REP			
David Freese/California Fairs Serv		916-263-6178			RANDALL ABBOTT			
JOB#		JOB NAME	BILLER		LOC			
		Heroes Hall ✓	Patty Lira		024			
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
6121	DIGITAL SETUP/EPLLOT FULLSIZE	61	1		61	EA		134.20
1601	PPC BOND	61	2	30x42	1098	SF		241.56
1607	PPC BOND - HALF SIZE	61	1	15x22	183	SF		97.72
1624.01	STAPLING - PER SHEET	61	3		183	SH		4.94
6121.01	SMALL FORMAT DIGITAL SETUP + PROOFING	25	1		25	EA		1.00
6121.01	SMALL FORMAT DIGITAL SETUP + PROOFING	536	1		536	EA		21.44
1900	B&W PRINTS 8.5X11	25	2		50	EA		3.25
1900	B&W PRINTS 8.5X11	536	2		1072	EA		69.68
1917	COVER STOCK 8.5X11	4	1		4	EA		1.00
1950.03	GBC BINDING - UP TO 1 1/2"	2	1		2	EA		5.30
1945	STAPLING - MACHINE	2	1		2	EA		0.60
----- ORDER NOTES -----								
2 sets of specs and plans								

OK to P-7
OK to PC
B. E. 11-13-15

For Billing Inquiries, please contact your local branch at 916-443-1322
 For Account Inquiries and Payment Information, please call Jeremy Saavedra at 415-512-6511

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
581.69		49.44	631.13		631.13

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days
 Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

914144



801 Broadway
SACRAMENTO, CA 95818
916-443-1322

PAYD

INVOICE NO. 1283365

INVOICE DATE 09/23/15

WORK ORDER# P912823

SOLD TO: Cust# 6474
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO: Cust# 6474
ATTN: David Freese
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 09/22/15 at 04:00PM

Will Call

CONTACT David Freese/California Fairs Serv		PHONE 916-263-6178	PURCHASE ORDER#			SALES REP RANDALL ABBOTT			
JOB#		JOB NAME Heroes Hall ✓			BILLER Patty Lira			LOC 024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
6121	DIGITAL SETUP/EPLOT FULLSIZE	22	1		22	EA		48.40	
1601	PPC BOND	22	1	30x42	198	SF		43.56	
1624	STAPLING - PER SET (UP TO 50 SHEETS)	1	1		1	EA		1.10	
	----- ORDER NOTES ----- 1 set								

11-5-15
OK to PT
[Signature]
OK to [Signature]
11-5-15

For Billing Inquiries, please contact your local branch at 916-443-1322
For Account Inquiries and Payment Information, please call Elizabeth Garcia at 415-537-2222

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
93.06		7.91	100.97		100.97

Invoices undisputed for 45 days are final.

912823

TERMS: Net 30 Days
Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

EG



801 Broadway
SACRAMENTO, CA 95818
916-443-1322

PAID

INVOICE NO. 1306662

INVOICE DATE 10/22/15

WORK ORDER# P932733

Cust# 6474

SOLD TO: Cust# 6474
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO: ATTN: David Freese
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 10/20/15 at 03:00PM

Will Call

CONTACT David Freese/California Fairs Serv		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME Heroes Hall ✓		BILLER Patty Lira			LOC 024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
6121	DIGITAL SETUP/EPLOT FULLSIZE	23	1		23	EA		50.60
1601	PPC BOND	23	1	30x42	207	SF		45.54
1624	STAPLING - PER SET (UP TO 50 SHEETS)	1	1		1	EA		1.10
----- ORDER NOTES -----								
1 set								

*11-5-15
ok to pay
B.L.
612 to P
13-2-15
11-5-15*

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Elizabeth Garcia at 415-537-2222

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
97.24		8.27	105.51		105.51

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

932733

EG



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS*

Español

Southwest
Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases in Trip

Air

Confirmation #RZMIZO

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
Thursday, November 12, 2015

Air Total: \$461.96

Amount Paid
\$461.96

Trip Total
\$461.96

NOV 12
THU 11/12/15 - Orange County

New purchases added to your trip.

AIR
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
11/12/2015

Confirmation #
RZMIZO

Adult Passenger(s)
BRYAN EUBANKS
DAVID FREESE

Rapid Rewards #
00000325019796
00000337987344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight	Flight Summary
DEPART NOV 12 THU	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	#2519 Southwest	Thursday, November 12, 2015
	08:45 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DREAM fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same Day Changes • No Change Fees 	2

Subtotal **\$461.96**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

Air Total:
\$461.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1237

\$461.96

Amount Paid
\$461.96

Trip Total
\$461.96

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BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

PLUS

C/O 11/13/2015 05:59 AM DEPALM

Loyalty Club: 6006637391147204

Diamond

Room #

307-A

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
Vacaville, CA 95688

Conf #

105698

Arrival

11/12/15

Departure

11/13/15

Room Type

KDZ-King - Business - N

Guests

2 / 0

Payment

Visa/Master

Acct

XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
11/12/15	DEPALM	RC	ROOM CHARGE			\$129.99
11/12/15	DEPALM	9	ROOM TAX			\$10.40
11/12/15	DEPALM	91	CITY BIA			\$3.90
11/13/15	DEPALM	VS	PAYMENT VISA/MC		1737 - 122161	\$144.29
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

PLUS

C/O 11/13/2015 05:59 AM DEPALM

Loyalty Club: 6006637310286679 Platinum Room # 327-A

Registered To:
Freese, David
BW-REGULAR GUESTS
106 Luzena ave
VACAVILLE, CA 95688

Conf # 105699
Arrival 11/12/15
Departure 11/13/15
Room Type KDZ-King - Business - N
Guests 2 / 0
Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
11/12/15	DEPALM	RC	ROOM CHARGE			\$129.99
11/12/15	DEPALM	9	ROOM TAX			\$10.40
11/12/15	DEPALM	91	CITY BIA			\$3.90
11/13/15	DEPALM	VS	PAYMENT VISA/MC		1737 - 122171	\$144.29
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

Chevron CS1 1957
18692 MacArthur Bl
STN 00095418

11/13/15 11:34:08

E/VISA
XXXXXXXXXXXX0686

Invoice#: 1864325
Auth#: 313143

Pump#: 4
5.318G @ \$ 3.059/G
1 Un/Self \$ 16.27
Total \$ 16.27

Learn how to
EARN REWARDS
with a Chevron
or Texaco
Credit Card
See application
for details

THANK YOU FOR
CHOOSING CHEVRON

SAC. ATL. AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 522 Le 11/13/15 15:41
Receipt 002285

Short-term Parking Tkt
GRE - No. 059694
11/12/15 05:59
11/13/15 15:41
Period 1d9h43'
(Ust.)

\$34.00

Total -----
\$34.00

Payment Received
VISA \$34.00
XXXXXXXXXXXX0686
Auth. Co. 713114

Sub Total \$34.00

All Amounts in USD.
Deliv. Date=Receipt Date

01CE9094

DOLLAR RENT A CAR
Phone: 800-800-5252
Web: www.dollar.com



Rental Agreement No: 125282640
Invoice Date: 11/13/2015
Document: 955000881134

Direct All Inquiries To:
DOLLAR RENT A CAR
PO BOX 35250
TULSA, OK 74153-1167

Renter: DAVID FREESE
Account No.: *****0686 VIS

REPRINT

TAX Id: 73-1389882

DAVID FREESE
106 LUZENA AVE
VACAVILLE, CA 95688

RENTAL REFERENCE

Rental Agreement No: 125282640
Reservation ID:

RENTAL DETAILS

Rate Plan: IN: CNVD OUT: CNVD
Rented On: 11/12/2015 09:01 LOC# 051722
ORANGE COUNTRY AP, CA
Returned On: 11/13/2015 11:50 LOC# 051722
ORANGE COUNTRY AP, CA
Car Description: ELANTRA 7MJ8954
Veh. No.: 5173562
CAR CLASS Charged: C MILEAGE In: 10,156
Rented: C Out: 9,981
Reserved: 99 Driven: 175

MISCELLANEOUS INFORMATION

CC AUTH: 112130 DATE: 2015/11/12 AMT: 176.00
CC AUTH: 112130 DATE: 2015/11/13 AMT: 147.00

RENTAL CHARGES

DAYS	1 @	30.00	30.00
EXTRA HRS	3 @	5.00	15.00
SUBTOTAL			45.00
DAMAGE WAIVER (CDW/LDW)			22.00
LIABILITY INS. SUPPLEMENT			27.98
CONCESSION FEE RECOVERY			14.06
PREMIUM EMERGENCY ROADSIDE SERVICE			15.98
CA TOURISM FEE			1.58
UNINSURED MOTORIST PROTECTION			13.98
TAX	8.00%		6.00

AMOUNT DUE 146.58 USD

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 125282640
Invoice Date: 11/13/2015
Document: 955000881134

Direct All Inquiries To:
DOLLAR RENT A CAR
PO BOX 35250
TULSA, OK 74153-1167
UNITED STATES

Renter: DAVID FREESE
Account No.: *****0686 VIS

Phone: 800-800-5252
Web: www.dollar.com

AMOUNT BILLED TO ACCOUNT: 146.58 USD



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/09/2015

Amount: \$2,013.12

Vendor Name: CFFA

Invoice No.: 1798

Invoice Date: 11/30/2015

Project No.: 03215044

Project Name: Sports Arena Painting Sol. to Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting/Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1798
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03215044
Sports Arena Painting - Bid Solistation

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215044 Direct Costs - 11/2015	2,013.12
	<u>\$2,013.12</u>

Thank you for your business!

Questions: CFFAaccounting@cfssa.org

Net Invoice: \$2,013.12
Sales Tax: 0.00
Invoice Total: \$2,013.12

General Ledger Detail

GL Detail Report (1/1/2011 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, December 01, 2015 12:33:17PM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03215044-A Printing-Projects, 032, Sports Arena							0.00
11/17/2015	Summarized AP Invoices	Invoices	AP-Invoice		55.04		
11/17/2015	American Reprographics Company Fall Protection	Invoice: 8365482	Sports Arena Painting Project - Document,	New Planwell -			55.04
11/19/2015	Summarized AP Invoices	Invoices	AP-Invoice		71.41		
11/19/2015	American Reprographics Company Arena Painting	Invoice: 8368540	Action Sports Arena Painting Project,	New Planwell - Sports			71.41
11/23/2015	Summarized AP Invoices	Invoices	AP-Invoice		13.19		
11/23/2015	American Reprographics Company	Invoice: 8374914	Pac Amp - Sports Arena Painting - Planwe,	PW DMF/Specs			13.19
642-032-03215044-A					Net:		139.64
					139.64	0.00	139.64
647-032-03215044-A Advertising-Projects, 032, Sports Ar							0.00
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,626.00		
11/20/2015	West America Bank Arena Paint	Invoice: 11202015	West America October 2015 Statement (Ope,	Bid Advertisement - Sports			1,626.00
647-032-03215044-A					Net:		1,626.00
					1,626.00	0.00	1,626.00
664-032-03215044-A Travel-projects, 032, Sports Arena P							0.00
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		247.48		
11/20/2015	West America Bank Freese Painting	Invoice: 11202015	West America October 2015 Statement (Ope,	Flight Southwest - D.			192.48
11/20/2015	West America Bank Exchng) D.Frees	Invoice: 11202015	West America October 2015 Statement (Ope,	Southwest Flight (Ticket			14.00
11/20/2015	West America Bank Painting	Invoice: 11202015	West America October 2015 Statement (Ope,	Alamo Rental Car - Sports			24.00
11/20/2015	West America Bank Freese	Invoice: 11202015	West America October 2015 Statement (Ope,	Sac Airport Parking - D.			17.00
664-032-03215044-A					Net:		247.48
					247.48	0.00	247.48
\$ Grand Totals		Beginning Balance	Net Activity	Total Debits	Total Credits	Balance	
		0.00	2,013.12	2,013.12	0.00	2,013.12	
\$ Trial Balances				Total Debits	Total Credits	Balance	
				Prior:	0.00	0.00	0.00
				Activity:	2,013.12	0.00	2,013.12
				Ending:	2,013.12	0.00	2,013.12



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8365482

INVOICE DATE 11/17/15

WORK ORDER# 5023560

ATTN: DAVID FREESE

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: WILL CALL @ ARC-SACRAMENTO
 (PICK UP)
 SACRAMENTO, CA 95815

DUE: 11/17/15 at 07:22PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DAVID FREESE		916-263-6114			Ed Worcester					
JOB#	JOB NAME			BILLER	LOC					
	ACTION SPORTS ARENA PAINTING PROJECT ✓			Maureen Morris	001					
OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
1900	BW Copies 8.5X11	T	001	256	1		256	EA	0.1390	35.58
1927	Document Assembly/Collate	NT	001	5	1		5	EA	0.1800	0.90
1936	3 Hole Drill	NT	001	130	1		130	EA	0.0200	2.60
1953	Screw Post Bind	T	001	1	1		1	EA	2.0930	2.09
1925	Acetate Covers	T	001	1	1		1	EA	1.2600	1.26
1926	Back Covers (Blk or White)	T	001	1	1		1	EA	1.8900	1.89
<p>----- NOTES -----</p> <p>W/C WITH WORK ORDER 5023561</p> <p>ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.</p> <p><i>11/17/15</i> <i>OK to P</i> <i>B-12-1-15</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
51.00		4.04	55.04		55.04

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2351501



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAC

INVOICE NO. 8368540

INVOICE DATE 11/19/15

WORK ORDER# F2029594

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 ATTN: PLANWELL UPLOAD
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 11/17/15 at 10:20AM

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	232	1		232	EA	0.1730	40.14
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
8522.1	New Planwell Project	NT	001	1	1		1	EA	25.0000	25.00

ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.

11/23
 OK to pay
 B-E 12-1-10

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
70.92		0.49	71.41		71.41

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final
 2350153



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 8374914

INVOICE DATE 11/23/15

WORK ORDER# f2029381

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 ATTN: David Freese
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 11/24/15 at 12:00PM

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	40	1		40	EA	0.1730	6.92
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
<p>ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.</p> <p><i>Approved for Payment</i> <i>M.P. Elles</i> <i>11/30/15</i></p> <p><i>OK To pay</i> <i>B. E. 12-1-15</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
12.70		0.49	13.19		13.19

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2358736

LT



The Orange County Register • Excelsior • SqueezeOC.com
Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Friday, November 06, 2015

Transaction Type: Payment	Customer Type: Small Business
Ad Number: 0010109142	Customer Category: CLS-Ledger
Apply to Current Order: Yes	Customer Status: Active
Payment Method: Credit Card	Customer Group: CLS-Legals
Bad Debt: -	Customer Trade:
Credit Card Number: XXXXXXXXXXXX1737 - Visa	Account Number: 1001062242
Credit Card Expire Date: March 2017	Phone Number: 9167169099
Payment Amount: \$1,626.00	Company / Individual: Company
Amount Due: \$0.00	Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY
Reference Number:	Customer Address: 1776 TRIBUTE ROAD, SUITE 100
Charge to Company: OCRC	SACRAMENTO, CA 95815 USA
Category: Classified	Check Number:
redit to Transaction Numbe	Routing Number:
Invoice Text: PROJECT 032-15-044 - <i>Painting</i>	
Invoice Notes: PUBLISHED: ORANGE COUNTY REGISTER	

Printing/Booking/Hotels

Español



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Southwest
Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air
Confirmation #RGRIZG
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
Wednesday, November 18, 2015 - Thursday, November 19, 2015

Air Total: \$384.96

Amount Paid
\$384.96

Trip Total
\$384.96

NOV 18
WED **11/18/15 - Orange County**

AIR
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
11/18/2015 - 11/19/2015

Confirmation #
RGRIZG

Adult Passenger(s)
DAVID FREESE

Rapid Rewards #
0000337987344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight Summary
DEPART NOV 18 WED	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2519 Southwest Wednesday, November 18, 2015
	08:45 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available Travel Time 1 h 35 m (Nonstop) Wanna Get Away
RETURN NOV 19 THU	03:25 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #2540 Southwest Thursday, November 19, 2015
	04:50 PM	Arrive in Sacramento, CA (SMF)	WiFi available Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and

travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Wanna Get Away Economy Value	<ul style="list-style-type: none"> No Change Fees (specific fare differences apply) Reusable Funds (non-transferable - no name changes allowed) Non-refundable unless purchased with Points 	1
Return	SNA-SMF	Wanna Get Away Economy Value	<ul style="list-style-type: none"> No Change Fees (specific fare differences apply) Reusable Funds (non-transferable - no name changes allowed) Non-refundable unless purchased with Points 	1

Enroll in Rapid Rewards and earn at least 1991 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$384.96**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details
Checked Items: first and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

Air Total:
\$384.96

Gov't taxes & fees now Included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 220
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

\$384.96

Amount Paid
\$384.96

Trip Total
\$384.96

50% Re-roofing
50% Painting

CFFAaccounting



From: construction
Sent: Wednesday, November 18, 2015 11:04 AM
To: CFFAaccounting
Subject: FW: UPDATED flight reservation (RGRIZG) | 18NOV15 | SMF-SNA | Freese/David

Change in Dave's travel plans

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, November 18, 2015 10:39 AM
To: construction <construction@cfsa.org>
Subject: UPDATED flight reservation (RGRIZG) | 18NOV15 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.



Log in | View my Itinerary

Navigation bar with buttons: Check in, Check flight status, Change flight, Cancel flight, Hotel offers, Car offers

Ready for takeoff!



Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

AIR Itinerary

AIR Confirmation: RGRIZG

Confirmation Date: 11/18/2015

Table with columns: Passenger(s), Rapid Rewards #, Ticket #, Expiration, Est. Points Earned. Row: FREESE/DAVID, 337987344, 5262160274266, Nov 8, 2016, 2955





Table with columns: Date, Flight, Departure/Arrival. Row: Wed Nov 18, 2519, Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:10 AM, Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:45 AM, Travel Time 1 hrs 35 mins, Wanna Get Away

Table with columns: Date, Flight, Departure/Arrival. Row: Thu Nov 19, 2540, Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:25 PM, Arrive in SACRAMENTO, CA (SMF) at 4:50 PM, Travel Time 1 hrs 25 mins

Advertisement for AVIS car rental with text: Save up to 35% on your car rental. AVIS logo



Advertisement for adding a hotel with text: Add a hotel. Earn Rapid Rewards® points, Best rate guarantee, Free cancellation. Book a hotel >



Wanna Get Away

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
-  **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
-  **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
-  **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
-  **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.


Air Cost: 412.96

Fare Rule(s): 5262160274266: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

 Learn about our boarding process 


 Learn about inflight WiFi & entertainment 

Cost and Payment Summary

 AIR - RGRIZG

Base Fare	\$ 357.92	Payment Information
Excise Taxes	\$ 26.84	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Nov 18, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$28.00
September 11th Security Fee	\$ 11.20	

50% Painting
50% Resting

 Add a rental car

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Total Air Cost **\$ 412.96** Payment Type: Ticket Exchange
Date: Nov 18, 2015
Payment Amount: \$384.96

Exchange Detail
Nov 9, 2015 From ticket # 5262158081770 to
ticket # 5262160274266

Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
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- [Flight Status Notification](#)
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- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
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- [In the Air](#)
- [Purchasing and Refunds](#)

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¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.
² Security Fee is the government-imposed September 11th Security Fee

See [Southwest Airlines Co. Notice of Incorporation](#)
See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 38847-1GR
Dallas, TX 75235

[Contact Us](#)

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Reservation Confirmation (1107046939)

Thank you for choosing Alamo for your rental needs.

Painting/ Roofing

Reservation Number: 1107046939

Your Information

Your Name: DAVID FREESE

Email: construction@cfsa.org

Arriving Airline: SKY WEST AIRLINES 2519

Your Itinerary

Pickup

Thu, Nov 19, 2015 08:30 AM
John Wayne Arpt (SNA)
Santa Ana, CA 92707 US

Drop Off

Thu, Nov 19, 2015 03:30 PM
John Wayne Arpt (SNA)
Santa Ana, CA 92707 US

John Wayne Arpt (SNA)

Address

19051 Airport Way North
Santa Ana, CA 92707

Hours of Operation:

Mon - Fri 05:30AM - 11:00PM
Sat 05:30AM - 11:00PM
Sun 05:30AM - 11:00PM

Phone

(888) 826-6893

Car Summary

Midsized

Toyota Corolla (or similar)

Power Windows

Automatic Transmission

Air Conditioning

AM/FM Stereo CD/MP3

Rental Rate (shown in USD)

1 Day(s) at 39.32 / Day(s)	\$39.32
UNLIMITED MILEAGE	INCLUDED
Concession Fee Recovery 11.11 Pct (11.11%)	\$4.37
Tourism Fee 3.50 Pct (3.5%)	\$1.38
Sales Tax (8.0%)	\$3.50
Estimated Total:	\$48.57

*50⁰ Roofing - 45
50⁰ Painting - 44*



Follow the signs to baggage claim.



Proceed to the lower level of the parking garage across from baggage claim.

SAC. LNTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 522 Le 11/19/15 16:55
Receipt 028291

Short-term Parking Tkt	
GRE - No. 092324	
11/19/15 05:38	
11/19/15 16:55	
Period 0d11h18'	
(Ust.)	\$17.00
Total	----- \$17.00
Payment Received	
VISA	\$17.00
XXXXXXXXXXXX0686	
Auth. Co. 819155	
Sub Total	\$17.00

All Amounts in USD.
Deliv. Date=Receipt Date

UNEC2026 - 1/1



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/09/2015 Amount: \$2,068.58

Vendor Name: CFFA

Invoice No.: 1799

Invoice Date: 11/30/2015

Project No.: 03215045

Project Name: Sports Arena Re-Roofing Sol. to Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
Direct
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1799
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03215045
Sports Arena Re-Roofing - Bid Solicitati

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215045 Direct Costs - 11/2015	2,068.58
	<u>\$2,068.58</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$2,068.58
Sales Tax: 0.00
Invoice Total: \$2,068.58

General Ledger Detail

GL Detail Report (1/1/2011 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, December 01, 2015 12:38:36PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03215045-A Printing-Projects, 032, Sports Arena							0.00
11/17/2015	Summarized AP Invoices	Invoices	AP-Invoice		81.16		
11/17/2015	American Reprographics Company Document Assembly	Invoice: 8365481	Action Sports Arena Roofing Project - Do,	Sports Arena -			81.16
11/19/2015	Summarized AP Invoices	Invoices	AP-Invoice		70.37		
11/19/2015	American Reprographics Company -Sports Arena Roofing	Invoice: 8368544	Action Sports Arena Roofing Project - Ne,	New Planwell			70.37
642-032-03215045-A		Net:	151.53		151.53	0.00	151.53
647-032-03215045-A Advertising-Projects, 032, Sports Ar							0.00
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,686.00		
11/20/2015	West America Bank Arena Re-Roof	Invoice: 11202015	West America October 2015 Statement (Ope,	Bid Advertisement - 5sports			1,686.00
647-032-03215045-A		Net:	1,686.00		1,686.00	0.00	1,686.00
664-032-03215045-A Travel-projects, 032, Sports Arena R							0.00
11/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		231.05		
11/20/2015	West America Bank Re-Roof	Invoice: 11202015	West America October 2015 Statement (Ope,	Flight Southwest -D. Freese			192.48
11/20/2015	West America Bank Exchng) D.Frees	Invoice: 11202015	West America October 2015 Statement (Ope,	Southwest Flight (Ticket			14.00
11/20/2015	West America Bank Re-Roofing	Invoice: 11202015	West America October 2015 Statement (Ope,	Alamo Rental Car - Spts			24.57
664-032-03215045-A		Net:	231.05		231.05	0.00	231.05
\$ Grand Totals							
	Beginning Balance	Net Activity	Total Debits	Total Credits	Balance		
	0.00	2,068.58	2,068.58	0.00	2,068.58		
\$ Trial Balances							
		Prior:	0.00	0.00	0.00		
		Activity:	2,068.58	0.00	2,068.58		
		Ending:	2,068.58	0.00	2,068.58		



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8365481

INVOICE DATE 11/17/15

WORK ORDER# 5023561

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

ATTN: DAVID FREESE
 SHIP TO: WILL CALL @ ARC-SACRAMENTO
 (PICK UP)
 SACRAMENTO, CA 95815

DUE: 11/18/15 at 10:30AM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP			
DAVID FREESE		916-263-6114					Ed Worcester			
JOB#		JOB NAME				BILLER			LOC	
		ACTION SPORTS ARENA ROOFING PROJECT				Maureen Morris			001	
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
1900	BW Copies 8.5X11	T	001	250	1		250	EA	0.1390	34.75
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
1927	Document Assembly/Collate	NT	001	5	1		5	EA	0.1800	0.90
1936	3 Hole Drill	NT	001	125	1		125	EA	0.0200	2.50
1953	Screw Post Bind	T	001	1	1		1	EA	2.9930	2.99
1925	Acetate Covers	T	001	1	1		1	EA	1.2600	1.26
1926	Back Covers (Blk or White)	T	001	1	1		1	EA	1.8900	1.89
8603	lshipdocs -Next day USA	T	001	1	1		1	EA	25.0000	25.00
W/C @ ARC SACRAMENTO, CA. ID#15176239 ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.										

11/23
[Signature]
 OK TO PYS
 BE 12-1-18

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
75.07		6.09	81.16		81.16

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2351500



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8368544

INVOICE DATE 11/19/15

WORK ORDER# F2029593

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
 ATTN: PLANWELL UPLOAD
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

DUE: 11/17/15 at 11:16AM

CONTACT DAVID FREESE/CALIFORNIA FAIRS FINAN	PHONE 916-263-6114	PURCHASE ORDER#	SALES REP Ed Worcester
JOB# 032-15-045	JOB NAME ACTION SPORTS ARENA ROOFING PROJECT		BILLER Laura Richman
			LOC 001

DP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	226	1		226	EA	0.1730	39.10
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
8522.1	New Planwell Project	NT	001	1	1		1	EA	25.0000	25.00
<p>ARC Facilities will be closed Thursday and Friday, November 26th and 27th, in observance of the Thanksgiving Holiday.</p> <p><i>Handwritten notes:</i> 11/23 OK to Planwell B 12-1-5</p>										

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
69.88		0.49	70.37		70.37

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

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 2350335



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PAYMENT RECEIPT

Friday, November 06, 2015

Transaction Type: Payment	Customer Type: Small Business
Ad Number: 0010109151	Customer Category: CLS-Ledger
Apply to Current Order: Yes	Customer Status: Active
Payment Method: Credit Card	Customer Group: CLS-Legals
Bad Debt: -	Customer Trade:
Credit Card Number: XXXXXXXXXXX1737 - Visa	Account Number: 1001062242
Credit Card Expire Date: March 2017	Phone Number: 9167169099
Payment Amount: \$1,686.00	Company / Individual: Company
Amount Due: \$0.00	Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY
Reference Number:	Customer Address: 1776 TRIBUTE ROAD, SUITE 100
Charge to Company: OCRC	SACRAMENTO, CA 95815 USA
Category: Classified	Check Number:
redit to Transaction Numbe	Routing Number:
Invoice Text: PROJECT 032-15-045 - <i>Re-Rodrig</i>	
Invoice Notes: PUBLISHED: ORANGE COUNTY REGISTER	

+airting / Booking / ~~Hotels~~



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS

Español

Southwest
Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #RGRIZG

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
Wednesday, November 18, 2015 - Thursday, November 19, 2015

Air Total: \$384.96

Amount Paid
\$384.96

Trip Total
\$384.96

NOV 18
WED 11/18/15 - Orange County

AIR
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
11/18/2015 - 11/19/2015

Confirmation #
RGRIZG

Adult Passenger(s)
DAVID FREESE

Rapid Rewards #
0000337937344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight	Flight Summary
DEPART NOV 18 WED	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	#2519 Southwest	Wednesday, November 18, 2015
	08:45 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Wanna Get Away
RETURN NOV 19 THU	03:25 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	#2540 Southwest	Thursday, November 19, 2015
	04:50 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and

travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Wanna Get Away EcoFare Value	<ul style="list-style-type: none"> No Change Fees Applicable fare difference applies Reusable Funds Transferable (no name changes allowed) Non-refundable unless purchased with Points 	1
Return	SNA-SMF	Wanna Get Away EcoFare Value	<ul style="list-style-type: none"> No Change Fees Applicable fare difference applies Reusable Funds Transferable (no name changes allowed) Non-refundable unless purchased with Points 	1

Enroll in Rapid Rewards and earn at least 1991 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal \$384.96
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$384.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 220
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXX-1737

\$384.96

Amount Paid
\$384.96

Trip Total
\$384.96

50% Re-roofing
50% Painting

CFFAaccounting ✓

From: construction
Sent: Wednesday, November 18, 2015 11:04 AM
To: CFFAaccounting
Subject: FW: UPDATED flight reservation (RGRIZG) | 18NOV15 | SMF-SNA | Freese/David

Change in Dave's travel plans

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, November 18, 2015 10:39 AM
To: construction <construction@cfsa.org>
Subject: UPDATED flight reservation (RGRIZG) | 18NOV15 | SMF-SNA | Freese/David

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Log in | View my itinerary

Check In Online | Check Flight Status | Change Flight | Special Offers | Hotel Offers | Car Offers

Ready for takeoff!



Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!



AIR Confirmation: RGRIZG

Confirmation Date: 11/18/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262160274266	Nov 8, 2016	2955

Date	Flight	Departure/Arrival
Wed Nov 18	2519	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:10 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:45 AM Travel Time 1 hrs 35 mins Wanna Get Away

Date	Flight	Departure/Arrival
Thu Nov 19	2540	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:25 PM Arrive in SACRAMENTO, CA (SMF) at 4:50 PM Travel Time 1 hrs 25 mins

Save up to 35% on hotels and cars. AVIS logo

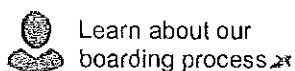
Add a hotel. Earn Rapid Rewards® points. Best rate guarantee. Free cancellation. Book a hotel >


Wanna Get Away

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
-  **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- Ⓕ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- Ⓕ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- ⓘ **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.


Air Cost: 412.96

Fare Rule(s): 5262160274266: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.



Learn about our boarding process 



Learn about inflight WiFi & entertainment 

Cost and Payment Summary

 AIR - RGRIZG

Base Fare	\$ 357.92	Payment Information
Excise Taxes	\$ 26.84	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Nov 18, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$28.00
September 11th Security Fee	\$ 11.20	

50% Painting
50% Resting



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Total Air Cost **\$ 412.96** Payment Type: Ticket Exchange
Date: Nov 18, 2015
Payment Amount: \$384.96

Exchange Detail
Nov. 9, 2015 From ticket # 5262158081770 to
ticket # 5262160274266

Useful Tools

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¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee

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See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

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Reservation Confirmation (1107046939)

Thank you for choosing Alamo for your rental needs

Painting/ Roofing

Reservation Number: 1107046939

Your Information

Your Name: DAVID FREESE

Email: construction@cfsa.org

Arriving Airline: SKY WEST AIRLINES 2519

Your Itinerary

Pickup

Thu, Nov 19, 2015 08:30 AM
John Wayne Arpt (SNA)
Santa Ana, CA 92707 US

Drop Off

Thu, Nov 19, 2015 03:30 PM
John Wayne Arpt (SNA)
Santa Ana, CA 92707 US

John Wayne Arpt (SNA)

Address
19051 Airport Way North
Santa Ana, CA 92707

Hours of Operation:
Mon - Fri 05:30AM - 11:00PM
Sat 05:30AM - 11:00PM
Sun 05:30AM - 11:00PM

Phone
(888) 826-6893

Car Summary

Midsize
Toyota Corolla (or similar)
Power Windows
Automatic Transmission
Air Conditioning
AM/FM Stereo CD/MP3

Rental Rate (shown in USD)

1 Day(s) at 39.32 / Day(s)	\$39.32
UNLIMITED MILEAGE	INCLUDED
Concession Fee Recovery 11.11 Pct (11.11%)	\$4.37
Tourism Fee 3.50 Pct (3.5%)	\$1.38
Sales Tax (8.0%)	\$3.50
Estimated Total:	\$48.57

*50% Roofing - 45
50% Painting - 44*



Follow the signs to baggage claim.



Proceed to the lower level of the parking garage across from baggage claim.



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CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/01/2015

Amount: \$511.43

Vendor Name: CFFA

Invoice No.: 1801

Invoice Date: 11/30/2015

Project No.: 03215024

Project Name: PAC AMP Seating Replacement

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
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CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1801
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215024 Direct Costs - 11/2015	511.43
	<u>\$511.43</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$511.43
Sales Tax: 0.00
Invoice Total: \$511.43



California Fair Services Authority

2015 Travel Expense Report

Name: Michael Sellens
 Period: 10/22/2015
mm/dd/yy

Department: CFFA
 To: 10/22/2015
mm/dd/yy

Transportation: Attach receipts for airline and/or rental car. Show mileage only for private vehicle.

Date	Beg. Time	End Time	Origination	Destination	Mileage	Travel Mode	Cash	Charge
10/22/2015				SMF Airport	24	Personal Car	13.80	
10/22/2015				OC Fair		Rental Car	19.48	
Total miles of private vehicle:						24		
							Subtotal:	33.28

Meals and Lodging (per day): Attach receipts if over per diem cost (meals). All receipts for lodging.

Date	Location	Lodg'g		Brkfst		Lunch		Dinner		Incid'l	Cash	Charge
		Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			
Subtotal:												
Subtotal from Meals and Lodging Addendum:												

Entertainment and other itemized expenses, attach all receipts.

Date	Place	Description	Cash	Charge
10/22/2015	OC Fair	Fuel for Rental car	4.15	
10/22/2015		SMF Airport Parking	12.00	
Subtotal:			16.15	

Purpose of Travel: Bid Opening of PacAmp Seat Replacement (032-15-024)	Subtotal from Entertainment Addendum: Column Totals: 49.43 Less Cash Advance: Balance due CFSA: Balance due employee: 19.48 Total Travel Expense: (add column totals): \$49.43
Submitted by: <i>M. Sellens</i> Approved by: <i>[Signature]</i> 10-1-15	



#01 MR RR 110497951
RES G7280122642

MICHAEL SELLENS

CC

Chevron
2121 S. Bristol St
STN 00202016

INITIAL CHARGES

RENT RT \$ 14.84 /DAY @ 1 /DAYS \$ 14.84
SUBTOTAL T\$ 14.84

CHARGES ADDED DURING RENTAL

LDW DECLINED
LIS DECLINED
PAI, PEC DECLINED
PREM RD SVC DECLINED
* ADDITIONAL CHARGES
SERVICE CHARGES/TAXES
CONCESSION FEE RECOVERY 11.11% T\$ 1.71
CA TOURISM ASSESSMENT 3.50% \$.52
FF SURCHARGE T\$ 1.00
TAX 1 8.000% ON TAXABLE TTL OF \$ 17.55 \$ 1.41
TAX 2 2.750% ON TAXABLE TTL OF \$.00 \$.00
TOTAL AMOUNT DUE \$ 19.48
CHARGED ON VISA XXXXXXXXXXXX3433

10/22/15 14:57:02

E/VISA
XXXXXXXXXXXX3433

Invoice#: 1640472
Auth#: 022274

Pump#: 6
1.3566 G \$ 3.059/G
1 Un/Self \$ 4.15
Total \$ 4.15

VEHICLE: 00509 /9169939 15 YARIS 5D N
LICENSE: CA 7KBE054
FUEL: FULL 8/8 OUT 8/8 IN
MILEAGE IN: 14214 TR-X MILES:
MILEAGE OUT: 13909 MILES ALLOWED:
MILES DRIVEN: 305 MILES CHARGED:
CDP: 00099

VONS:*****8502

RENTED: JOHN WAYNE AIRPORT
RENTAL: 10/22/15 09:38
RETURN: 10/22/15 15:17
RETURNED: JOHN WAYNE AIRPORT
COMPLETED BY: 2851/CAOCA22

PLAN IN: RCUD1 RATE CLASS: 06
PLAN OUT: RCUD1
FF: WN 19515812

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Credit Card
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for details

THANK YOU FOR
CHOOSING CHEVRON

STATEMEN

MAILED FOR RENTAL

SAC, INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 10/22/15 19:51
Receipt 008061

Short-term Parking Tkt
DLE - No. 062456
10/22/15 06:42
10/22/15 19:51
Period 0d13h10'
(Ust.) \$12.00

Total \$12.00

Payment Received
VISA \$12.00
XXXXXXXXXXXX3433
Auth. Co. 022760

Sub Total \$12.00

All Amounts in USD.
Deliv. Date=Receipt Date

Receipt No. 17

Estuafol



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Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air
 Confirmation #H9BLBU
 Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Thursday, October 22, 2015
 Air Total: \$462.00

Amount Paid
 \$462.00

Trip Total
 \$462.00

OCT 22
 THU 10/22/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 10/22/2015

Confirmation #
H9BLBU

Adult Passenger(s)
 MICHAEL SELLENS

Rapid Rewards #
 00000019515812

Subscribe to Flight Status Messaging

Travel Date	Flight Segments	Flight Summary
DEPART OCT 22 THU	07:50 AM Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2020 Southwest Thursday, October 22, 2015
	09:15 AM Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available Travel Time 1 h 25 m (Nonstop) Anytime
RETURN OCT 22 THU	06:10 PM Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #573 Southwest Thursday, October 22, 2015
	07:30 PM Arrive in Sacramento, CA (SMF)	WiFi available Travel Time 1 h 20 m (Nonstop) Anytime

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and

travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same-Day Changes • No Change Fees 	1	\$231.00
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same-Day Changes • No Change Fees 	1	\$231.00

Enroll in Rapid Rewards and earn at least 4036 Points for this trip. Already a Member? Log In to ensure you are getting the points you deserve.

Subtotal **\$462.00**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$462.00

Gov't taxes & fees now included

Purchaser Name: Bryan Eubanks Billing Address: 1776 Tribute Road Suite 220
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-1737	\$462.00

Amount Paid
\$462.00

Trip Total
\$462.00

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1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/4/2015

Amount: \$15,257.56

Vendor Name: CFFA

Invoice No.: 1805

Invoice Date: 12/04/2015

Project No.: 03215050

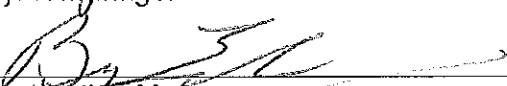
Project Name: Pac Amp Seating Installation


Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1805
Invoice Date: 12/4/2015
Customer Code: 32nd
Project: 03215050
Pac Amp Seating Installation

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Project Admin Fees per LOU 15-050	15,257.56
	<u>\$15,257.56</u>

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$15,257.56
Sales Tax: 0.00
Invoice Total: \$15,257.56

be required, and will be calculated at 6% of the actual amount expended. The management/administration support fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). A cost breakdown is presented below.

**Orange County Fair & Event Center/32th DAA
 Pacific Amphitheatre Seating Installation
 Cost Breakdown**

PROJECT CONSTRUCTION COSTS		
Contractors Cost (American Seating Company)	\$ 1,017,170.21	
	Construction Sub-Total	\$ 1,017,170.21
CONSTRUCTION CONTINGENCY (10%)	\$ 101,717.02	\$ 101,717.02
SUPPLEMENTAL COSTS		
Supplemental Project Re-Bid Costs	\$ 1,800.00	
Special Inspections	\$ 4,000.00	
	Professional Services Sub-Total	\$ 5,800.00
REIMBURSABLES		
Travel	\$ 11,200.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	Reimbursable Sub-Total	\$ 12,300.00
MANAGEMENT/ADMINISTRATION FEES		
Project Administration Fee (6%)		\$ 61,030.21
Total Costs, with Fees and Estimated Costs		\$ 1,198,017.44

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFPA's project management/administration fee.

The project will commence immediately and be completed by March 15, 2016. Based on the scheduled duration of the project, the current project management fees of \$61,030.21 will be billed in four (4) monthly installment of \$15,257.56, with the initial payment due upon the signing of LOU. If the project progresses past the scheduled completion date, additional project management/administration fees will be incurred. The additional fees will be based upon a rate \$15,257.56 per month, until the completion of the project, with the actual amount being pro-rated during reconciliation of the project. Any direct or reimbursable costs, along with any project management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon receipt of an invoice from CFPA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date. Payments not received within 30-days of the due date will be subject to interest at a rate of



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FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 12/09/2015

Amount: \$3,513.25

Vendor Name: CFFA

Invoice No.: 1806

Invoice Date: 11/30/2015

Project No.: 03213031

Project Name: Pacific Amp Renovation Ph II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1806
Invoice Date: 11/30/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 Direct Costs - 11/2015	3,513.25
	\$3,513.25

Thank you for your business!

Questions: CFFAccounting@cfsa.org

Net Invoice: \$3,513.25
Sales Tax: 0.00
Invoice Total: \$3,513.25

General Ledger Detail

Current Period 11 (11/1/2015 - 11/30/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Wednesday, December 09, 2015 3:40:26PM
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Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
	642-032-03213031-A		Printing-Projects, 032, Pac Amp Pha				483.11
	643-032-03213031-A		Supplies-Projects, 032, Pac Amp Rei				468.80
	645-032-03213031-A		Ops Delivery, 032, Pac Amp Phase I)				4.53
	651-032-03213031-A		Legal, 032, Pac Amp Phase II ,				28,788.34
11/9/2015	Summarized AP Invoices	Invoices	AP-Invoice		3,338.25		
11/9/2015	Orbach Huff Suarez & Henderson LLP October	Invoice: 71543	Professional Services October,				3,338.25
11/30/2015	Summarized AP Invoices	Invoices	AP-Invoice		175.00		
10/30/2015	Renne Slotz Holtzman Sakai LLP	Invoice: 249408	Legal Services for October,				175.00
	651-032-03213031-A	Net:	3,513.25		3,513.25	0.00	32,301.59
	664-032-03213031-A		Travel-projects, 032, Pac Amp Phas				31,938.36
	668-032-03213031-A		Misc Expense-Project, 032, Pac Amp				61.81
<hr/>							
\$ Grand Totals		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		61,744.95	3,513.25		3,513.25	0.00	65,258.20
	\$ Trial Balances				<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		61,744.95	0.00	61,744.95
			Activity:		3,513.25	0.00	3,513.25
			Ending:		65,258.20	0.00	65,258.20

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

November 9, 2015

Attention: Brian Eubanks

Inv. #: 71543

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
10-02-15	1597		0.50 <i>o/c</i>	\$230.00	115.00
10-06-15	1597		1.10 <i>o/c</i>	\$230.00	253.00
10-07-15	1597		0.50 <i>o/c</i>	\$230.00	115.00
10-08-15	1597		0.10 <i>o/c</i>	\$230.00	23.00
10-09-15	1597		0.90 <i>o/c</i>	\$230.00	207.00
10-15-15	1597		0.80 <i>o/c</i>	\$230.00	184.00

Invoice #: 71543

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November 9, 2015

10-16-15	1597	0.70	\$230.00	161.00
			<i>o/c</i>	
10-19-15	1597	0.90	\$230.00	207.00
			<i>o/c</i>	
10-20-15	1597	1.70	\$230.00	391.00
			<i>o/c</i>	
10-21-15	1597	1.10	\$230.00	253.00
			<i>o/c</i>	
10-22-15	1597	0.40	\$230.00	92.00
			<i>o/c</i>	
10-23-15	1597	1.30	\$230.00	299.00
			<i>o/c</i>	
10-26-15	1597	1.40	\$230.00	322.00
			<i>o/c</i>	

Invoice #: 71543

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November 9, 2015

10-27-15 1597 1.60 \$230.00 368.00

o/c

10-28-15 1597 1.40 \$230.00 322.00

o/c

10-30-15 1597 0.10 \$230.00 23.00

Totals 14.50 \$3,335.00

DISBURSEMENTS

Oct-31-15 Photocopies 13 @ 0.25 week of 10/19/15 3.25

Totals \$3.25

Total Fees and Disbursements \$3,338.25

TAX ID Number 95-4655650

*OK TO Pmt
B. J. 12-9-15*

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	14.50	\$230.00	\$3,335.00



Renne Sloan Holtzman Sakai
Public Law Group

California Fair Financing Authority
Becky Bailey-Findley
Managing Director
1776 Tribute Road, Suite 100
Sacramento, CA 95815

October 31, 2015

Invoice # 29408
Matter # 2965/002

In Reference To: General Counsel
EIN 73-1700480

Professional Services

10/20/2015	CEL	Review settlement agreement with AWI; email correspondence B. Bailey-Findley	0.70	175.00
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FOR PROFESSIONAL SERVICES RENDERED



Board of Directors Agenda Report

MEETING DATE: JANUARY 28, 2016 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: January 22, 2016

FROM: Gerardo Mouet, Board Chair

PRESENTATION BY: Gerardo Mouet, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)



Board of Directors Agenda Report

MEETING DATE: JANUARY 28, 2016 ITEM NUMBER: 9B

SUBJECT: Review of Board Committee/Task Force/Liaison Reports

DATE: January 22, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information Item

BACKGROUND

Chair Mouet will provide update of Board Committee's for the purpose of making sure Board Member Committee involvement matches best their interest.



Board of Directors Agenda Report

MEETING DATE: JANUARY 28, 2016 ITEM NUMBER: 9C

SUBJECT: Heroes Hall Construction Project
DATE: January 21, 2016
FROM: Michele Richards, VP Business Development
PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Authorize CFFA to award the construction contract to the lowest qualified bidder for completion of the Heroes Hall project and approve the LOU with CFFA.

BACKGROUND

On January 19, 2016 the OC Fair & Event Center and CFFA opened bids received for the construction of the Heroes Hall project. Ten (10) bids were received and each contained all of the required forms.

Staff was pleased to learn that between the three (3) lowest bidders, there was only a \$91,000 spread, less than 3% of each bid total.

As of the date of this Staff Report, CFFA is conducting their due diligence and at the January 28, 2016 meeting, the Board will be presented with the apparent low bidder.

In addition, the LOU with CFFA will be presented at the January 28, 2016. Board meeting.



Board of Directors Agenda Report

MEETING DATE: JANUARY 28, 2016 ITEM NUMBER: 9D

SUBJECT: Update on Construction Management options for 32nd DAA Projects

DATE: January 22, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information Item

BACKGROUND

At the December Board Meeting, Director La Belle inquired about the potential for using one or more private companies other than California Fairs Financing Authority (CFFA) for construction management for 32nd DAA construction projects.

Government Code Section 14951 states in relevant part: "The State Architect has general charge, under the Department of General Services, of the erection of all state buildings and shall have an inspector assigned to each building during its construction." The State Architect has delegated responsibility for this inspection to the Department of General Services' ("DGS") Construction Service Branch. In turn, DGS recognizes CFFA, as a joint power attorney (JPA) qualified inspector for public works of improvement on state properties.

By statute, the 32nd DAA is a state entity, the fairgrounds are state property, and all buildings erected by the 32nd DAA and/or on fairgrounds premises are state buildings. The 32nd DAA, therefore, is obligated to use CFFA or any other DGS-authorized inspector to inspect each building during construction.

Staff will proceed to further explore avenues allowable by DGS to add additional qualified inspector for public works of improvement that OC FEC may be permitted to use for its projects. When findings are complete, staff will bring back this item to the Board for continued discussion.